



भारत का राजपत्र The Gazette of India

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No. 11] NEW DELHI, SATURDAY, MARCH 13, 1993/PHALGUNA 22, 1914

इस भाग में भिन्न पृष्ठ संख्या दी जाती है चित्तों कि वह प्रत्येक संकलन को रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as
a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-Section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किये गये सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications issued by the Ministries of the Government of India (other than
the Ministry of Defence)

वित्त मंत्रालय
(व्यय विभाग)

नई दिल्ली, 19 फरवरी, 1993

का.आ. 466—राष्ट्रपति, भारत के संविधान के अनुच्छेद 77 के खंड (3) के अनुसरण में वित्तीय शक्तियों का प्रत्यायोजन नियम, 1978 का और संशोधन करने के लिए निम्नलिखित नियम बनाते हैं, अर्थात्:—

1. (1) इन नियमों का संक्षिप्त नाम वित्तीय शक्तियों का प्रत्यायोजन (संशोधन) नियम, 1993 है।

(2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

2. वित्तीय शक्तियों का प्रत्यायोजन नियम, 1978 की अनुसूची 6 में सारणी के नीचे "टिप्पण" में "2.50 रुपए" शब्द में और अंक के स्थान पर "3.50 रुपए" शब्द और अंक रखे जाएंगे

[सं. एफ 1(18)-ई-II(ए)/92]

अनुराधा प्रसाद, अवर सचिव

टिप्पण:—अधिसूचना सं. का. आ. 2131 तारीख 23 जुलाई 1978 द्वारा प्रकाशित वित्तीय शक्तियों का प्रत्यायोजन नियम, 1978 का बाद में निम्नलिखित द्वारा संशोधन किया गया है:—

- (i) अधिसूचना सं. का. आ. 1887 तारीख 9-6-1979
- (ii) अधिसूचना सं. का. आ. 2942, तारीख 1-9-1979
- (iii) अधिसूचना सं. का. आ. 2611, तारीख 4-10-80
- (iv) अधिसूचना सं. का. आ. 2164, तारीख 15-8-1981
- (v) अधिसूचना सं. का. आ. 2304 तारीख 5-9-1981
- (vi) अधिसूचना सं. का. आ. 3073 तारीख 4-9-1982
- (vii) अधिसूचना सं. का. आ. 4171, तारीख 11-12-1982

- (viii) अधिसूचना सं. का. आ. 1314 तारीख 26-2-1983
- (ix) अधिसूचना सं. का. आ. 2502 तारीख 4-8-1984
- (x) अधिसूचना सं. का. आ. 22, तारीख 5-1-1985
- (xi) शुद्धिपत्र सं. का. आ. 1958, तारीख 11-5-1985
- (xii) अधिसूचना सं. का. आ. 3082 तारीख 6-7-1985
- (xiii) अधिसूचना सं. का. आ. 3974 तारीख 24-8-1985
- (xiv) अधिसूचना सं. का. आ. 5641 तारीख 21-12-1985
- (xv) अधिसूचना सं. का. आ. 1548 तारीख 19-4-1986
- (xvi) अधिसूचना सं. का. आ. 3183 तारीख 20-9-1986
- (xvii) अधिसूचना सं. का. आ. 3787 तारीख 8-11-1986
- (xviii) अधिसूचना सं. का. आ. 2508 तारीख 19-9-1987
- (xix) अधिसूचना सं. का. आ. 3092 तारीख 7-11-1987
- (xx) अधिसूचना सं. का. आ. 3581 तारीख 10-12-1988
- (xxi) अधिसूचना सं. का. आ. 641 तारीख 17-3-1990
- (xxii) अधिसूचना सं. का. आ. 1469 तारीख 26-5-1990
- (xxiii) अधिसूचना सं. का. आ. 2173 तारीख 18-8-1990
- (xxiv) अधिसूचना सं. का. आ. 3033 तारीख 17-11-1990
- (xxv) अधिसूचना सं. का. आ. 3414 तारीख 22-12-1990
- (xxvi) अधिसूचना सं. का. आ. 534, तारीख 23-2-1991
- (xxvii) अधिसूचना सं. का. आ. 2235 तारीख 24-8-1991
- (xxviii) अधिसूचना सं. का. आ. 547 (ई) तारीख 24-7-1992

MINISTRY OF FINANCE
(Department of Expenditure)

New Delhi, the 19th February, 1993

S.O. 466.—In pursuance of clause (3) of article 77 of the Constitution of India, the President hereby makes the following rules further to amend the Delegation of Financial Powers Rules, 1978, namely :—

1. (1) These rules may be called the Delegation of Financial Powers (Amendment) Rules, 1993.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In Schedule VI to the Delegation of Financial Powers Rules, 1978, in the Note below the Table, for the words and figures "Rs. 2.50", the words and figures "Rs. 3.50" shall be substituted.

[No. F-1(18)-E.II(A)/92]

ANURADHA PRASAD, Under Secy.

Note : The Delegation of Financial Powers Rules, 1978 published vide Notification No. S.O. 2131, dated July 22, 1978 have subsequently been amended by :—

- (i) Notification No. SO. 1887, dated 9-6-1979.
- (ii) Notification No. SO. 2942, dated 1-9-1979.
- (iii) Notification No. SO. 2611, dated 4-10-1980.
- (iv) Notification No. SO. 2164, dated 15-8-1981.
- (v) Notification No. SO. 2304, dated 5-9-1981.
- (vi) Notification No. SO. 3073, dated 4-9-1982.
- (vii) Notification No. SO. 4171, dated 11-12-1982.
- (viii) Notification No. S.O. 1314, dated 26-2-1983.
- (ix) Notification No. SO. 2502, dated 4-8-1984.
- (x) Notification No. SO. 22, dated 5-1-1985.
- (xi) Corrigendum No. SO. 1958, dated 11-5-1985.
- (xii) Notification No. SO. 3082, dated 6-7-1985.
- (xiii) Notification No. SO. 3974, dated 24-8-1985.
- (xiv) Notification No. S.O. 5641, dated 21-12-1985.
- (xv) Notification No. SO. 1548, dated 19-4-1986.
- (xvi) Notification No. SO. 3183, dated 20-9-1986.
- (xvii) Notification No. SO. 3787, dated 8-11-1986.
- (xviii) Notification No. SO. 2508, dated 19-9-1987.
- (xix) Notification No. SO. 3092, dated 7-11-1987.
- (xx) Notification No. SO. 3581, dated 10-12-1988.
- (xxi) Notification No. SO. 641, dated 17-3-1990.
- (xxii) Notification No. SO. 1469, dated 26-5-1990.
- (xxiii) Notification No. SO. 2173, dated 18-8-1990.
- (xxiv) Notification No. SO. 3033, dated 17-11-1990.
- (xxv) Notification No. SO. 3414, dated 22-12-1990.
- (xxvi) Notification No. SO. 534, dated 23-2-1991.
- (xxvii) Notification No. SO. 2235, dated 24-8-1991.
- (xxviii) Notification No. SO. 547(E), dated 24-7-1992.

(राजस्व विभाग)

केन्द्रीय प्रत्यक्ष कर बोर्ड

नई दिल्ली, 23 फरवरी, 1993

आयकर

का. आ. 467.—ग्राम सूचना के लिए एतद्वारा यह अधिसूचित किया जाता है कि केन्द्रीय प्रत्यक्ष कर बोर्ड द्वारा नीचे उल्लिखित संस्था को आयकर अधिनियम, 1961 की धारा 35डी की उपधारा (2) के खंड (ए) के उपखंड (i) से (iii) तक में यथा उल्लिखित किसी कर निर्धारिणी के कारोबार के लिए संभाव्यता रिपोर्ट को तैयार करने अथवा परियोजना रिपोर्ट को तैयार करने अथवा बाजार सर्वेक्षण का अथवा किसी अन्य सर्वेक्षण का आयोजन करने के संबंध में कार्य करने के प्रयोजनार्थ अनुमोदित किया गया है।

संस्था

प्रोजेक्ट्स एंड डिवेलपमेंट इंडिया लि., पोस्ट बॉक्स सं. 125, ए-14 सेक्टर-1 नोएडा 201, 301 जिला गाजियाबाद (उत्तर प्रदेश) यह अधिसूचना दिनांक 9-12-1991 से 8-12-1994 तक की अवधि के लिए प्रभावी है।

[सं. 9222/ फा. सं. 203/6/92-आयकरनि. II]

अजय कुमार, अवर सचिव

(Department of Revenue)

Central Board of Direct Taxes

New Delhi, the 23rd February, 1993

INCOME-TAX

S.O. 467.—It is hereby notified for general information that the concern mentioned below has been approved by the Central Board of Direct Taxes for purposes of carrying out the work in connection with the preparation of the feasibility report or the preparation of project report or conducting market survey or any other survey for the business of an assessee as is referred to in sub-clauses (i) to (iii) of clause (a) of sub-section (2) of Section 35D of Income-tax Act, 1961.

CONCERN

Projects & Development India Limited, Post Box No. 125, A-14, Sector-I, Noida-201 301, Dist. Ghaziabad (U.P.).

This Notification is effective for a period from 9-12-1991 to 8-12-1994.

[No. 9222/F. No. 203/6/92-ITA.II]

AJAY KUMAR, Under Secy.

कोयला मंत्रालय

नई दिल्ली, 8 फरवरी, 1993

का.आ. 468.—केन्द्रीय सरकार ने, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया

है) धारा 7 की उपधारा (1) के अधीन निकाली गई भारत सरकार के तत्कालीन ऊर्जा मंत्रालय (कोयला विभाग) की अधिसूचना संख्यांक का.आ. 1415 तारीख 26 अप्रैल, 1990 द्वारा, जो भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii) तारीख 19 मई, 1990 के पृष्ठ 1681 से 1685 पर प्रकाशित की गई थी और जिसका अधिसूचना संख्यांक का.आ. 3284, तारीख 20 नवम्बर, 1990 द्वारा, जो भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii), तारीख 8 दिसम्बर, 1990 के पृष्ठ 5979 से 5970 पर प्रकाशित की गई थी, संशोधन किया गया था, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि का अर्जन करने के अपने आशय की सूचना दी थी।

केन्द्रीय सरकार की जानकारी में यह बात लाई गई है कि राजपत्र में उक्त अधिसूचना के प्रकाशन में सुदृढ़ प्रकृति की कतिपय गलतियां पाई गई हैं।

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, तारीख 19 मई, 1990 के राजपत्र में प्रकाशित उक्त अधिसूचना से संलग्न अनुसूची में निम्नलिखित और संशोधन करती है :—

पृष्ठ 1683 पर —

“ग्राम खंडाल (भाग) में अर्जित किए जाने वाले प्लाट संख्यांक शीर्षक के नीचे—

प्रथम पंक्ति में, 2384 (भाग) के स्थान पर 2383 (भाग) पढ़ें।

2391/12404 के स्थान पर 2391/2404 पढ़ें।

“सीमा वर्णन: ब्लॉक ‘क’ के शीर्षक के नीचे—

तीसरी पंक्ति में, ‘5999’ के स्थान पर “5990” पढ़ें।

चौथी पंक्ति में, “3225” के स्थान पर “3220” पढ़ें।

पृष्ठ 1684 पर—

रेखा ख-ग-घ में—

दूसरी पंक्ति में, “प्लाट संख्या 179, 185” के स्थान पर

“प्लाट संख्या 179 तथा प्लाट संख्या 179, 185” पढ़ें।

तीसरी पंक्ति में, “दक्षिणी” के स्थान पर “उत्तरी” पढ़ें।

रेखा घ-घ 1- घ 2-इ, में—

प्रथम पंक्ति में, “साम्मालत” के स्थान पर “सम्मिलित” पढ़ें।

“भागत” के स्थान पर “भागतः” पढ़ें।

तीसरी पंक्ति में, “223” के स्थान पर “228” पढ़ें।

रेखा ड-ड-ण में—

छठी पंक्ति में, "1162" के स्थान पर "1112" पढ़ें और

"उत्तरी सीमा" शब्द का लोप करें।

आठवीं पंक्ति में, "ग" के स्थान पर "ण" पढ़ें।

पृष्ठ 1685 पर

"ग्राम नरहरिपुर (भाग) में अर्जित किए जाने वाले प्लाट संख्यांक शीर्षक के नीचे—

दूसरी पंक्ति में, "587 (भाग)" के स्थान पर "582 (भाग)" पढ़ें।

तीसरी पंक्ति में, "143/1369" के स्थान पर "143/1319" पढ़ें।

"ग्राम अनादिपुर (भाग) में अर्जित किए जाने वाले प्लाट संख्या" शीर्षक के नीचे—

दूसरी पंक्ति में, "100/171" के स्थान पर 108/171 पढ़ें
चौथी पंक्ति में, "25/205" के स्थान पर "26/205" पढ़ें।

तथा

140/209 (भाग) के स्थान पर 148/209 (भाग) पढ़ें।

पांचवीं पंक्ति में, "89/219" के पश्चात् और "90/221" से पहले "90/220" अन्तःस्थापित करें।

"सीमा वर्णन : ब्लाक 'ख' शीर्षक के नीचे—

रेखा थ-व-ध में—

तीसरी पंक्ति में, "220" के स्थान पर "228" पढ़ें

छठी पंक्ति में, "मोती हुई" के स्थान पर "होती हुई" पढ़ें।

रेखा ब-म-थ में—

दूसरी पंक्ति में, —"30" के स्थान पर "38" पढ़ें।

तीसरी पंक्ति में, "382" के स्थान पर "302" पढ़ें।

कोई व्यक्ति, जो ऐसी किसी भूमि में, जिसकी बाबत उपर्युक्त संशोधन जारी किया गया है, हितबद्ध है, इस अधिसूचना के निकाले जाने से तीस दिन के भीतर उक्त सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किसी अधिकार का अर्जन किए जाने के बारे में उक्त अधिनियम की धारा 8 की उपधारा (1) के निबंधनों के अनुसार आपत्ति कर सकेगा।

स्पष्टीकरण:

केवल इस अधिसूचना के द्वारा संशोधित प्लाट संख्यांक आदि की बाबत उक्त अधिनियम की धारा 8 की उपधारा (1) के निबंधनों के अनुसार तीस दिन की उक्त अवधि इस अधिसूचना के निकाले जाने की तारीख से आरम्भ होगी।

केन्द्रीय सरकार ने, भारत के राजपत्र, तारीख 4 अप्रैल, 1987 के पृष्ठ 1397 से 1400 पर प्रकाशित अधिसूचना संख्यांक का.आ. 905, तारीख 20 मार्च, 1987 द्वारा कोयला नियंत्रक, 1 काउंसिल हाउस स्ट्रीट, कलकत्ता को सक्षम प्राधिकारी नियुक्त किया है।

[सं. 43015/11/89-एल.एस.डब्ल्यू.]

वी.वी. राव, अवर

MINISTRY OF COAL

New Delhi, the 8th February, 1993

S.O. 468.—Whereas by the notification of the Government of India in the then Ministry of Energy (Department of Coal) number S.O. 1415, dated the 26th April, 1990, issued under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1958) (hereinafter referred to as the said Act) and published at pages 1674 to 1690 in Part II, Section 3, Sub-section (ii) of the Gazette of India, dated the 19th May, 1990, and amended by notification number S.O. 3284, dated the 20th November, 1990 and published at pages 5279 to 5280 in Part II Section 3, Sub-section (ii) of the Gazette of India, dated the 8th December, 1990, the Central Government gave notice of its intention to acquire the lands specified in the Schedule appended to that notification;

And whereas it has been brought to the notice of the Central Government that certain errors of printing nature have occurred in the publication of the said notification in the Gazette;

Now, therefore, in exercise of the powers conferred by sub-section (i) of section 7 of the said Act the Central Government hereby further amends the Schedule appended to the said notification as published in the Official Gazette dated the 19th May, 1990 as follows :—

at page 1686, in plot numbers to be acquired in village Hensamul, in line 9 for "985/6880" read "985/6080";

at page 1687, in plot numbers to be acquired in village Langijoda, in line 1, for "3/7 to 312" read "307 to 312";

in the heading against item number 7, for the word "Madam Mohan pu (part)" read "Madanmohanpur (part)";

in the heading against item number 8, for the word "Balugaon Khemar" read "Balugaon Khamar";

in item No. 8, in line 1, for "86(P) (86(P))" read "86(P)" and in line 2, for "72/354" read "42/354";

at page 1688, in Boundary Description B-C D, in line 3, for "4565" read "4564";

in Boundary Description D-D1-D2-E, ;

in line 4, for "190" read "109";

in Boundary Description M-N-O; ;

in line 5, for "832, 832" read "832" and in line 7, the word "northern" shall be omitted;

at page 1689, in line 1, the word "boundry" appearing before the word "through" shall be omitted;

in the Schedule relating to Block 'B' against heading "Total" for "242.43 Acres read "241.43 Acres";

Any person interested in any land, in respect of which the above amendment has been issued, may, within thirty days of the issue of this notification, object to the acquisition of the whole or any part of the said land, or any right in or over such land in terms of sub-section (1) of section 8 of the said Act.

Explanation :

In respect of the plot numbers, etc., amended through this notification only, the said period of thirty days in terms of sub-section (1) of section 8 of the said Act starts running from the date of issue of this notification.

The Coal Controller, 1, Council House, Street, Calcutta has been appointed by the Central Government as the Competent Authority vide notification number S.O. 905 dated the 20th March, 1987 published in the Gazette of India dated the 4th April, 1987 at pages 1397-1400.

[File No. 43015/11/89-LSW]

B. B. RAO, Under Secy.

ग्रामीण विकास मंत्रालय

विपणन एवं निरीक्षण निदेशालय

फरीदाबाद, 23 फरवरी, 1993

का. प्रा. 469—साधारण श्रेणीकरण तथा चिन्हांकन नियमावली, 1988 के अधीन मुझको प्रदत्त शक्तियों का प्रयोग करते करते हुए मैं, ओ. पी. बिहारी, कृषि विपणन सलाहकार, भारत सरकार एतद्वारा स्तम्भ (1) में उल्लिखित नियमों के अनुसरण में, त्रिपुरा राज्य में घरेलू मंडी के लिए कृषि उपज (श्रेणीकरण तथा चिन्हांकन) अधिनियम, 1937 (1937 का 1) के अधीन निर्धारित श्रेणीकरण तथा चिन्हांकन नियमों एवं श्रेणी अभिधानों के अनुसार कृषि और अन्य उत्पादों के श्रेणीकरण और चिन्हांकन के संदर्भ में स्तम्भ (3) में विनिर्दिष्ट राज्य सरकार के अधिकारियों को स्तम्भ (2) में यथा उल्लिखित अधिकारों का प्रयोग करने का अधिकार देता हूँ।

साधारण श्रेणीकरण तथा चिन्हांकन नियमावली, 1988 के नियम का संदर्भ	प्रत्यायुक्त शक्तियाँ	राज्य के अधिकारी का पदनाम
1	2	3
नियम 3 (4)	घरेलू श्रेणीकरण के लिए प्राधिकरण प्रमाण पत्र प्रदान करने हेतु आवेदन प्राप्त करना,	उप निदेशक, कृषि (विपणन) कृषि विभाग, त्रिपुरा सरकार, अगरतला
नियम 3(5)	आवेदक की सदाशयता के सत्यापन तथा परिसरों, प्रयोगशाला, संसाधन एकाईयों के निरीक्षण की व्यवस्था करना तथा घरेलू श्रेणीकरण के लिए प्राधिकरण प्रमाण पत्र प्रदान करने हेतु सकारिश करना।	—वही—
नियम 4	विकेन्द्रीकरण श्रेणीकरण के बारे में प्राधिकरण प्रमाण पत्र का नवीनीकरण करना,	—वही—
नियम 8(2)	एगमार्ग श्रेणीकरण के लिए प्राइवेट वाणिज्यिक प्रयोगशाला के अनुमोदन की सकारिश करना,	—वही—
नियम 12	विकेन्द्रीकरण श्रेणीकरण के बारे में श्रेणी अभिधान चिन्हों को जारी करना अथवा प्रयोग को रोकना,	—वही—
नियम 14	किसी भी अनुमूचित वस्तु के बारे में सूचना, रिपोर्ट, विवरण प्राप्त करना,	—वही—
नियम 3(8) (ख)	प्राधिकृत श्रेणीकरण परिसरों का निरीक्षण करना तथा यह पता लगाना कि विकेन्द्रीकरण वस्तुओं का श्रेणीकरण तथा चिन्हांकन सही रूप में किया गया है।	—वही—
नियम 3(8) (ग)	विकेन्द्रीकरण श्रेणीकरण के प्राधिकृत पैकरो द्वारा रखे गए रिकार्ड की जांच करना,	—वही—

1	2	3
नियम 3(8)(घ)	श्रेणी अभिधान चिन्ह लगे हुए किसी पैकेज को खोलना तथा निरीक्षण करना तथा किसी भी श्रेणीकृत उपज के नमूने लेना परन्तु सभी नमूनों कृषि विभाग, त्रिपुरा सरकार के लिए संदाय किया जाएगा।	उपनिदेशक, कृषि (विपणन) अगरतला।
नियम 3(8)(ङ)	विकेन्द्रीकरण श्रेणीकरण के अधीन आने वाली किसी भी श्रेणीकृत वस्तु का श्रेणी अभिधान चिन्ह रद्द करना या उसे हटाना यदि वह विहित श्रेणी विनिर्देशनों के अनुरूप नहीं है।	-वही-

[सं. क्यू. 11011/6/91 - क्यू. सी. 3]

ओ. पी. बिहारी, कृषि विपणन सलाहकार

MINISTRY OF RURAL DEVELOPMENT

(Directorate of Marketing and Inspection)

Faridabad, the 23rd February, 1993

S.O. 469—In exercise of the powers conferred on me under the General Grading and Marking Rules, 1988 I, O.P. Behari, Agricultural Marketing Adviser to the Government of India hereby delegate, in pursuance of the rules cited in column (1), authority to exercise the powers, as specified in column (2), to the officers of the State Government specified in column (3), in respect of grading and marking of agricultural and other produce in accordance with the grade designations and the Grading and marking Rules prescribed under the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937) for domestic market in the State of TRIPURA.

Reference rule of the GGM Rules, 1988	Powers delegated	Designation of the State Officer
1	2	3
Rule 3 (4)	To receive the application for grant of Certificate of Authorisation for domestic grading;	Dy. Director of Agriculture (Marketing), Department of Agriculture, Govt. of Tripura, Agartala.
Rule 3(5)	To arrange for verification of bonafides of the applicant and inspection of the premises, Laboratory, Processing Units and to recommend grant of C.A. for domestic grading;	-do-
Rule 4	To renew the Certificate of Authorisation in respect of de-centralised grading;	-do-
Rule 8 (2)	To recommend approval of private commercial laboratory for Agmark grading;	-do-
Rule 12	To withhold issue or use of grade designation marks in respect of decentralised grading;	-do-
Rule 14	To obtain information, report return in respect of any of the scheduled articles;	-do-
Rule 3(8)(b)	To inspect the authorised grading premises and to ascertain that grading and marking of decentralised commodities is correctly performed;	-do-
Rule 3(8)(c)	To examine the record maintained by the authorised packers of decentralised grading;	-do-
Rule 3(8)(d)	To open and inspect any package bearing grade designation mark and to take samples of any graded produce provided all samples shall be paid for;	-do-
Rule 3(8)(e)	To cancel or to remove the grade designation mark from any graded articles covered under decentralised grading if found not conforming to the prescribed grade specifications.	-do-

[No. Q. 11011/6/91—QC-3]

O. P. BEHARI, Agricultural Marketing Adviser

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 16 फरवरी, 1993

का.प्रा. 470:—केन्द्रीय सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 2 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का.प्रा. 895 तारीख 21 मार्च, 1992, द्वारा पेट्रोलियम के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजनार्थ उक्त अधिसूचना से उपावद्ध भूमि में विनिश्चित भूमि में उपयोग के अधिकारों के अर्जन के अपने आशय की घोषणा की थी;

राजपत्र अधिसूचना की प्रतियाँ जनता को 13 मई, 1992 को उपलब्ध करा दी गई थीं ;

उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सख्त प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दे दी है ;

केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से उपावद्ध भूमि में विनिश्चित भूमि में उपयोग का अधिकार का अर्जन किया जाए;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इस अधिसूचना से उपावद्ध भूमि में विनिश्चित भूमि में उपयोग के अधिकार प्रजित करने की घोषणा करती है;

यह और कि केन्द्रीय सरकार उक्त धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमियों के उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाए सभी विल्लगनों से मुक्त होकर, इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा ।

अनुसूची

तहसील :	बहादुर- गढ़	जिला : रोहतक	राज्य : हरियाणा		
गांव का नाम	हदबस्त नं.	मुस्तौल नं. / किला नं.	क्षेत्रफल		
			हैक्टर	घार	वर्ग- मीटर
1	2	3	4	5	6
छारा	17	16	0	0	51
		17	0	29	51
		5982/18	0	01	01
		5984/18	0	14	92
		6719/19/1	0	08	09
		6719/19/2	0	01	52
		6720/19/3	0	01	52
		29/3	0	10	12
		30	0	12	90
		36	0	15	18
		37	0	15	40
		46	0	01	26

1	2	3	4	5	6
छारा—(जारी)	47/1	0	02	28	
	104	0	0	76	
	106	0	05	83	
	107	0	22	00	
	109	0	03	04	
	110	0	13	66	
	111	0	0	25	
	112	0	0	25	
	125	0	10	63	
	126	0	02	02	
	127	0	14	92	
	128	0	04	51	
	132	0	7	33	
	133	0	0	76	
	6726/137	0	11	13	
	138	0	11	13	
	139	0	11	13	
	1447	0	1	26	
	1449	0	32	37	
	1573	0	02	788	
	1594	0	23	78	
	1595	0	06	83	
	1596	0	06	59	
	1598	0	15	18	
	6012/1617	0	06	07	
	6013/6017	0	04	05	
	6014/6017	0	02	27	
	1618	0	09	86	
	1627	0	13	91	
	1621/2	0	10	12	
	1632	0	10	12	
	5647/1634	0	17	70	
	1690	0	05	56	
	1691	0	06	58	
	5658/1695	0	07	84	
	1699	0	09	86	
	1700	0	25	55	
	1706	0	10	88	
	1708	0	08	60	
	1709	0	10	12	
	1766	0	01	01	
	1767	0	07	84	
	1768	0	04	30	
	1769	0	15	42	
	2117	0	02	53	
	6028/5674	0	11	13	
	6029/5674	0	06	83	
	5675/2118	0	06	83	
	5676/2128	0	25	04	
	6568/5677	0	09	86	
	6571/2135	0	15	18	
	2136	0	09	36	
	5679/2139	0	09	62	
	2140	0	31	38	

1	2	3	4	5	6	1	2	3	4	5	6
छाया—समाप्त	5698/2190	0	05	31		अगरपुर—समाप्त	7		0	0	08
	2187	0	08	60			8		0	11	34
	2188	0	09	61			13/1		0	02	73
	2189	0	11	28			13/2		0	04	60
	2193	0	12	14			18		0	11	38
	2194	0	29	60			22		0	09	86
	2195	0	01	77			34				
	2215/2	0	32	51			2/2		0	04	05
	2216	0	21	75			8		0	01	01
	2219	0	00	76			9		0	10	37
	2239	0	0	51			12		0	11	38
	2240	0	09	36			19/1		0	10	86
	2241	0	02	78			22		0	11	38
	2242	0	15	68		38					
	2243	0	09	36			1/1		0	0	25
	2245	0	15	42			2/1		0	11	38
	2269	0	10	63			9/2		0	04	05
	2269	0	0	25			10		0	04	30
अगरपुर	14	3	0	03	55		11		0	10	62
							12		0	0	76
	20/1	0	07	08			20		0	11	34
	21/1	0	04	55			21		0	10	62
	21/2	0	05	82			48				
	22	0	00	08			6		0	01	01
	8						15		0	07	08
	16	0	03	54			16		0	11	48
	25	0	08	85			25		0	10	89
	9						49				
	1	0	11	28			1/1		0	11	33
	10	0	11	38			10		0	06	83
	11	0	11	38			11		0	04	05
	20	0	08	09			20/2		0	00	08
	21	0	02	03			52				
	15						5		0	11	38
	5/1	0	09	36			6		0	10	62
	5/2	0	01	01			14		0	02	78
	6	0	11	38			15		0	08	15
	15/1	0	10	37			16		0	02	53
	15/2		01	01			17		0	08	60
	16		10	12			24		0	11	10
	17	0	0	25			60				
	24/2	0	05	82			4		0	05	31
	28	0	05	23							
	21										
	4/1	0	06	58							
	4/2	0	02	28							
	5	0	0	76							
	7	0	10	37							
	14	0	11	39							
	17	0	11	38							
	20	0	03	01							
	24	0	10	62							
	26										
	3	0	6	83							
	4	0	4	30							

[संख्या-भार-31015/1/92-ओ.प्रार.-1 (पार्ट-II)]

कुलदीप सिंह, भवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 16th February, 1993

S.O. 470.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S. O. 895, dated the 21st March, 1992, issued under subsection (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipeline for the transport of petroleum ;

And whereas the copies of the said Gazette notification were made available to the public on 13th May, 1992;

And whereas the Competent Authority in pursuance of sub-section (1) of section 6 of the said Act has made his report to the Central Government;

And whereas the Central Government after considering the said report is satisfied that the right of user in the lands specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the lands specified in the Schedule appended to this notification are hereby acquired;

And further in exercise of the powers conferred by sub-section (4) of the said section, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government, vest, free from all encumbrances, in the Indian Oil Corporation Limited.

SCHEDULE

Tehsil : Bahadurgarh District : Rohtak State : Haryana

Name of Village	Hadbast No.	Mustateel/Killa No.	Area		
			Hec-tare	Acre	Centiare
1	2	3	4	5	6
Chhara	17	16	0	0	51
		17	0	29	51
		5983/18	0	01	01
		5984/18	0	14	92
		6719/19/1	0	08	90
		6719/19/2	0	01	52
		6720/19/2	0	01	52
		6820/19/3	0	01	52
		29/3	0	10	12
		30	0	12	90
		36	0	15	18
		37	0	13	40
		46	0	01	26
		47/1	0	02	22
		104	0	0	76
		106	0	05	83
		107	0	22	00
		109	0	03	04
		110	0	13	66
		111	0	0	25
		112	0	0	25
		125	0	10	62
		126	0	02	02
		127	0	14	92
		128	0	0	51
		132	0	7	33
		133	0	0	76
		6726/137	0	11	13
		138	0	11	13
		139	0	11	13
		1447	0	1	26
		1449	0	32	37
		1573	0	02	788
		1594	0	23	78
		1595	0	06	83
		1596	0	06	58
		1598	0	15	18

1	2	3	4	5	6
		6012/1617	0	06	07
		6013/6017	0	04	05
		6014/6017	0	02	27
		1618	0	09	86
		1627	0	13	91
		1631/2	0	10	12
		1632	0	10	12
		5647/1634	0	17	70
		1690	0	05	56
		1691	0	06	58
		5658/1695	0	07	84
		1699	0	09	86
		1700	0	25	55
		1706	0	10	88
		1708	0	08	60
		1709	0	10	12
		1766	0	01	01
		1767	0	07	84
		1768	0	04	30
		1769	0	15	42
		2117	0	02	53
		6028/5674	0	11	13
		6029/5674	0	06	83
		5675/2118	0	06	83
		5676/2128	0	25	04
		6568/5677	0	09	86
		6571/2135	0	15	18
		2136	0	09	36
		5679/2139	0	09	62
		2140	0	11	38
		5698/2190	0	05	31
		2187	0	08	60
		2188	0	09	61
		2189	0	11	38
		2193	0	12	14
		2194	0	29	60
		2195	0	01	77
		2215/2	0	22	51
		2216	0	21	75
		2219	0	00	76
		2239	0	0	51
		2240	0	09	36
		2241	0	02	78
		2242	0	15	68
		2243	0	09	36
		2245	0	15	42
		2268	0	10	63
		2269	0	0	25
Agarpur	14	3			
		19	0	02	53
		20/1	0	07	08
		21/1	0	04	55
		21/2	0	05	82
		22	0	00	08
		8			
		16	0	03	54
		25	0	08	85
		9			
		1	0	11	38
		10	0	11	38
		11	0	11	38
		20	0	08	09
		21	0	02	03
		15			

1	2	3	4	5	6	1	2	3	4	5
		5/1	0	09	36			24	0	11 38
		5/2	0	01	01			60		
		5	0	11	38			—		
		15/1	0	10	37			4	0	05 31
		15/2	0	01	01					
		16	0	10	12					
		17	0	0	25					
		24/2	0	05	82					
		25	0	05	31					
		21								
		4/1	0	06	58					
		4/2	0	02	28					
		5	0	0	76					
		7	0	10	37					
		14	0	11	39					
		17	0	11	38					
		23	0	01	01					
		24	0	10	62					
		26								
		3	0	6	83					
		4	0	4	30					
		7	0	0	08					
		8	0	11	38					
		13/1	0	02	78					
		13/2	0	08	60					
		18	0	11	38					
		23	0	09	86					
		34								
		2/2	0	04	05					
		8	0	01	01					
		9	0	10	37					
		12	0	11	38					
		19/1	0	10	88					
		22	0	11	38					
		38								
		1/1	0	0	25					
		2/1	0	11	38					
		9/2	0	04	05					
		10	0	04	30					
		11	0	10	62					
		12	0	0	76					
		20	0	11	38					
		21	0	10	62					
		48								
		6	0	01	01					
		15	0	07	08					
		16	0	11	38					
		25	0	10	88					
		49								
		1/1	0	11	38					
		10	0	06	83					
		11	0	04	05					
		20/2	0	00	08					
		52								
		0	0	11	38					
		6	0	10	62					
		14	0	02	78					
		15	0	08	35					
		16	0	02	53					
		17	0	08	60					

[No. R-31015/1/92-O.R.I. (Part-II)]

KULDIP SINGH, Under Secy.

नई दिल्ली, 16 फरवरी, 1993

का. आ. 471.—केन्द्रीय सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसका पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का. आ. 896 तारीख 21 मार्च, 1992 द्वारा पेट्रोलियम के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजनार्थ उक्त अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकारों के अर्जन के अपने आशय की घोषणा की थी ;

राजपत्र अधिसूचना की प्रतियां जनता को 13 मई, 1992 को उपलब्ध करा दी गई थी ;

उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दे दी है ;

केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् समाधान हो गया है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार का अर्जन किया जाए ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जित करने की घोषणा करती है ;

यह और कि केन्द्रीय सरकार उक्त धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमियों के उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाए सभी वित्तलगमों से मुक्त होकर इंडियन प्रायस कारपोरेशन लिमिटेड में निहित होगा ।

अधिसूची						1	2	3	4	5	6
तहसील : रोहतक जिला रोहतक राज्य हरियाणा								24/1	0	09	36
								24/2	0	01	77
गांव का हदबस्त मुस्तलील नं० क्षेत्रफल						136		0	11	13	
नाम नं० किला नं०						7/1		0	04	30	
			हेक्टर आर	वर्ग मी		7/2		0	06	83	
(1)	(2)	(3)	(4)	(5)	(6)	14		0	11	13	
						24		0	10	12	
इसमाईला 37	84					156					
11 बिशवा	1/1	0	01	01		4		0	11	13	
	1/2	0	06	32		7		0	09	61	
	10	0	11	13		8		0	01	52	
	11/1	0	04	05		13		0	05	56	
	11/2	0	07	08		14		0	05	56	
	20/2	0	08	60		17/1		0	01	77	
	21	0	11	13		17/2		0	00	25	
	109					18		0	09	36	
	1/1	0	05	82		24		0	00	25	
	1/2	0	02	78							
	10/2	0	00	76		इसमाईला 38	16				
	10/2	0	01	01		(9) बिशवा	16		0	14	16
	10/3	0	02	78			25		0	11	13
	11	0	01	52			73				
	110						14		0	11	13
	5/1	0	01	01			17/1		0	03	79
	6/1	0	02	78			24/2		0	06	83
	6/2	0	00	25			78				13
	6/3	0	01	01			4/2		0	06	58
	15/2	0	09	61			7		0	11	13
	16	0	11	13			14		0	11	13
	25	0	11	13			17/1		0	11	13
	111						24		0	11	13
	5	0	11	13			103				
	6/1	0	10	12			4		0	05	56
	16/2	0	11	13			18/1		0	10	62
	25	0	11	13			18/2		0	00	76
	135						23/1		0	01	26
	4/1	0	00	25			23/2		0	08	60
	5	0	07	84			119				
	6	0	07	59			3/2		0	11	13
	7/1	0	03	54			8/1		0	11	13
	14	0	07	08			13/2		0	11	13
	15/1	0	02	78			18/1		0	11	13
	15/2	0	01	26							
	16	0	01	26							
	17	0	09	11							

[illegible]

1	2	3	4	5	6	1	2	3	4	5	6
	17/1		0	10	37			6/2	0	11	38
	17/2		0	01	01			15/1	0	00	51
	24		0	10	12			15/3/1	0	05	31
	69							15/3/2	0	05	31
	3/1		0	01	01			16/2	0	11	38
	4		0	09	36			25/1	0	11	38
	7		0	02	28			116			
	8/2		0	07	58			5	0	11	38
	13/1		0	00	51			6	0	11	38
	13/2		0	00	76			15	0	08	09
	13/3		0	10	62						
	18/1/1		0	00	25	नौमन्द	43	23			
	18/1/2		0	04	81			22/2	0	00	06
	18/1/3		0	00	51			44			
	18/2/2		0	05	56			3/1	0	10	88
	23/1		0	00	06			3/2	0	00	25
	23/2		0	11	38			8	0	11	13
	84							13/1/1	0	00	09
	2/1		0	00	01			13/1/2	0	10	62
	2/2		0	03	53			18	0	09	86
	2/3		0	01	01			19	0	00	25
	3/1		0	00	02			22	0	04	30
	3/2		0	00	51			23	0	04	30
	3/3		0	07	08			48			
	8/2		0	01	01			2/1	0	04	80
	9		0	10	37			2/2	0	05	57
	12		0	11	38			3	0	01	27
	19		0	11	38			9	0	11	13
	22		0	11	13			12	0	11	13
	93							19/1	0	02	53
	25		0	01	52			19/2	0	08	60
	94							22/1	0	11	13
	1		0	05	82			70			
	2/1		0	05	31			1	0	05	31
	9		0	50	06			9	0	05	56
	10		0	11	38			11	0	08	60
	11		0	11	38			19	0	00	12
	20		0	11	38			20	0	11	13
	21/1		0	06	07			21	0	11	13
	21/2		0	03	04			73			
	107							1	0	11	13
	1/2		0	01	32			10	0	11	13
	108							11	0	10	37
	5		0	08	35			20	0	04	55
	6/1		0	00	25			21	0	00	06

1	2	3	4	5	6	1	2	3	4	5	6
	74							18	0	06	07
	16		0	05	56			19/1	0	00	25
	25		0	11	38			19/2	0	01	26
	89							22	0	07	59
	5		0	11	38			23	0	05	31
	6		0	13	66			74			
पाकससा 57	9							4	0	11	13
	4		0	06	58			7/1	0	01	52
	5		0	05	55			7/2/1	0	07	84
	6/1		0	00	25			8	0	02	02
	7		0	10	88			13	0	07	08
	14		0	11	13			14/1/2	0	01	01
	17		0	11	13			14/2/2	0	01	51
	24/1		0	05	82			18/1	0	05	06
	24/2/2		0	03	28			18/2	0	05	82
	10							23	0	11	13
	5/2/1		0	09	61			102			
	6		0	11	13			15/1	0	00	51
	13		0	11	13			15/2	0	01	01
	16		0	11	13			16	0	06	57
	24		0	01	26			25/1/1	0	03	28
	25		0	09	36			25/2/2	0	03	04
	11							104			
	15		0	00	76			1/2/2	0	01	51
	16		0	05	56			2	0	09	11
	25/1/1		0	03	54			9/1	0	00	25
	25/2/1		0	07	08			9/2	0	03	54
	12							10	0	07	59
	1		0	03	79			11	0	11	13
	12							12	0	00	10
	10		0	11	13			20	0	11	13
	11		0	10	68			21	0	11	13
	20		0	05	56			105			
	21		0	01	01			1	0	10	12
	72							10	0	11	13
	2/2		0	11	13			11/1	0	09	61
	3		0	00	09			20/2/2	0	04	55
	9		0	10	62			130			
	12		0	11	13			5	0	02	02
	19		0	11				7/1/2	0	09	41
	22		0	11	13			7/2	0	01	52
	73							14/1	0	08	85
	3		0	11	13			14/2	0	02	29
	8		0	11	13			17	0	31	13
	13		0	11	13			24	0	10	62

1	2	3	4	5	6	1	2	3	4	5	6
		131						19	0	10	88
		5/1/2	0	05	82			20	0	01	27
		5/2/2	0	05	31			22/3	0	06	07
		6/1	0	11	13			22/2	0	00	76
		15	0	11	13			183			
		16	0	11	13			1/2	0	01	53
		24	0	02	28			2/2	0	15	37
		25	0	09	35			9	0	11	13
		140						12	0	11	13
		4/1/2	0	02	78			19	0	11	13
		4/2/2	0	02	02			22	0	11	13
		4/3/2	0	06	57			204			
		7	0	11	13			2	0	09	87
		8	0	00	51			9	0	11	13
		14	0	07	08			12	0	11	13
भालाट	59	104						19/1	0	05	56
		1	0	04	55			19/2	0	05	57
		2	0	05	56			22	0	11	13
		9/1	0	00	25			213			
		10	0	11	13			11	0	11	13
		11	0	11	38			12	0	00	10
		20	0	11	38			20	0	11	13
		21	0	06	32			21	0	11	13
		140						229			
		5	0	11	13			1	0	07	33
		6	0	11	13						
		15	0	11	13	रुड़की		54	16		
		16	0	08	35			3/1	0	05	82
		25	0	10	62			3/2	0	01	26
								7/2	0	00	51
		141						8	0	11	38
		1	0	00	25			13/1	0	11	38
		147/4	0	03	05			18/2	0	00	76
		5	0	07	08			19/2	0	06	57
		6	0	01	26			22/2	0	06	32
		7	0	08	10			23/2	0	05	56
		14/2	0	12	14			21			
		17/1	0	09	87			2/2	0	11	38
		17/2	0	01	26			3	0	00	06
		18	0	01	26			11	0	00	05
		23	0	10	88			12/1	0	11	38
		24/1	0	00	25			19	0	06	07
		24/2	0	01	01			20/1	0	00	25
		174/3	0	11	64			20/2	0	05	06
		8	0	06	07			21/1	0	05	57
		9/1	0	01	86			21/2/1	0	02	78
		9/2	0	05	06			22/1	0	00	25
		12	0	11	89						

1	2	3	4	5	1	2	3	4	5
	33					2	0	12	65
	15	0	04	30		9	0	03	03
	16 1	0	05	82		10	0	10	63
	16 2	0	00	25		11	0	10	87
	16 2	0	00	25		20	0	11	38
	25	0	09	61		21/1	0	01	52
	34					21/2	0	04	05
	1	0	11	38		90			
	10	0	11	38		5	0	10	62
	20/2	0	00	51		6	0	11	38
	44					15/1	0	03	79
	5/1	0	04	05		15/2	0	07	84
	5/2/1	0	04	55		16	0	11	38
	5/2/2	0	02	28		24	0	04	05
	6/1/1	0	02	54		25	0	07	34
	6/1/2	0	02	87		105			
	6/2/1	0	01	01		4	0	09	36
	6/2/3	0	00	76		5	0	01	01
	6/2/5	0	00	50		7	0	10	88
	6/2/6	0	00	51		14	0	11	38
	7/1	0	01	77		17/2	0	10	62
	7/2	0	00	25		18	0	00	12
	14	0	10	12		23/3	0	06	32
	15/1/1	0	01	26		24	0	05	06
	17	0	11	38		116			
	24	0	11	38		3/1	0	09	11
	56					3/2	0	02	88
	3	0	01	52		4	0	00	06
	4/1	0	08	35		8	0	11	38
	4/2	0	01	52		13	0	11	38
	7/1	0	04	30		18/1	0	04	05
	8	0	02	02		18/2	0	04	55
	14	0	11	13		19	0	02	74
	17	0	11	38		22	0	10	12
	24/1	0	10	88		129			
	65					2	0	11	38
	4/2	0	09	61		9/1	0	02	28
	7	0	13	15		9/2	0	09	36
	13	0	08	09		11	0	00	51
	14	0	04	81		12	0	11	13
	18	0	12	90		19	0	04	55
	19/1	0	00	02		20	0	06	83
	22/1	0	00	06		21	0	11	38
	22/2	0	09	11		138			
	23/1	0	02	78		1	0	10	87
	80					10	0	11	13
	1	0	00	25		11	0	04	55

1	2	3	4	5	6	1	2	3	4	5	6
		139						7	0	01	01
		15/1	0	00	76			14	0	07	33
		16/1	0	08	09			15	0	04	05
		16/2	0	02	53			16	0	09	11
		25	0	11	38			17	0	00	51
		147						24	0	09	11
		5/1	0	02	78			25	0	00	25
		5/2	0	08	09			10			
		6	0	10	37			4/2	0	04	81
		7	0	01	02			4/2	0	05	31
		14	0	08	09			4/3	0	00	51
		15	0	03	54			4/5	0	01	01
		17	0	11	38			7/2	0	01	27
		24	0	11	38			8/1	0	00	51
		156						8/2	0	01	01
		4	0	11	38			8/3	0	00	12
		7	0	07	33			13/1	0	03	03
		8	0	04	05			13/2	0	05	32
		13	0	10	87			13/3	0	00	76
		14	0	00	51			23/1	0	05	57
		18	0	11	38			23/2	0	05	81
		23	0	11	38			18			
		160						3/1	0	00	51
		2/2	0	01	52			3/2	0	10	87
		3	0	09	86			8/1/1	0	01	87
		8/1	0	00	06			8/1/2	0	00	06
		8/2	0	02	28			8/2	0	05	31
		9/1	0	05	32			9	0	03	54
		12	0	11	38			12	0	10	62
		19/1	0	02	53			13/1	0	01	01
		19/2	0	08	85			19	0	11	38
		167						22/1	0	08	86
		3	0	01	52			22/2	0	02	02
								21			
पालंगी	53	2						1	0	00	25
		6	0	00	06			2/1	0	05	82
		15	0	05	31			2/2	0	01	01
		16	0	11	13			9	0	06	83
		25	0	11	38			10	0	00	51
		3						11	0	11	13
		1	0	10	62			12	0	00	07
		10	0	11	38			20/1	0	02	78
		11	0	05	82			20/2	0	08	85
		20	0	00	25			21/1	0	08	85
		7						33			
		5	0	11	38			1/1	0	01	01
		6	0	10	87			1/2	0	07	09

1	2	3	4	5	6
पालंगी—जारी	1/3	0	00	76	
	10/1	0	01	52	
	10/2	0	00	51	
	34				
	5/1	0	02	28	
	6	0	09	61	
	15	0	11	38	
	16	0	11	38	
	24/1	0	00	25	
	24/2	0	00	12	
	25	0	11	13	
	36				
	4/1	0	01	52	
	4/2	0	04	30	
	5	0	05	82	
	6/1/1	0	00	06	
	7	0	11	38	
	14/1	0	00	51	
	14/2	0	10	87	
	17	0	11	38	
	24	0	09	63	
	51				
	4/2	0	01	26	

[संख्या आर-31015/1/92-आर आर-I(पार्ट-II)]

कुलदीप सिंह, अवर सचिव

New Delhi, the 16th February, 1993

S.O. 471.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. 896, dated the 21st March, 1992, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipeline for the transport of petroleum;

And whereas the copies of the said Gazette notification were made available to the public on 13th May, 1992;

And whereas the Competent Authority in pursuance of sub-section (1) of section 6 of the said Act has made his report to the Central Government;

And whereas the Central Government after considering the said report is satisfied that the right of user in the lands specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the lands specified in the Schedule appended to this notification are hereby acquired;

And further in exercise of the powers conferred by sub-section (4) of the said section, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government, vest, free from all encumbrances, in the Indian Oil Corporation Limited;

SCHEDULE					
Tehsil : Rohtak	District : Rohtak	State : Haryana			
Name of Village	Hadbast No.	Mustatee/ Killa No.	Area		
			Hec- tare	Acre	Cent- tiare
1	2	3	4	5	6
Jamayila (11) 37 Biswa		84			
		1/1	0	01	01
		1/2	0	06	32
		10	0	11	13
		11/1	0	04	05
		11/2	0	07	08
		20/2	0	08	60
		21	0	11	13
		109			
		1/1	0	05	82
		1/2	0	02	78
		10/1	0	00	76
		10/2	0	01	01
		10/3	0	02	78
		11	0	01	52
		110			
		5/1	0	01	01
		6/1	0	02	78
		6/2	0	00	25
		6/3	0	01	01
		15/2	0	09	61
		16	0	11	13
		25	0	11	13
		111			
		5	0	11	13
		6/1	0	10	12
		16/2	0	11	13
		25	0	11	13
		135			
		4/1	0	00	25
		5	0	07	84
		6	0	07	59
		7/1	0	03	54
		14	0	07	08
		15/1	0	02	78
		51/2	0	01	26
		16	0	01	26
		17	0	09	11
		24/1	0	09	36
		24/2	0	01	77
		136			
		4	0	11	13
		7/1	0	04	30
		7/2	0	06	83
		14	0	11	13
		24	0	10	12
		156			
		4	0	11	13
		7	0	09	61
		8	0	01	52
	13	0	05	56	

1	2	3	4	5	6	1	2	3	4	5	6
Ismayila—contd.	14		0	05	56			10	0	07	59
	17/1		0	01	77			11	0	10	62
	17/2		0	00	25			12	0	00	51
	18		0	09	36			20	0	11	13
	24		0	00	25			21/1	0	11	13
								151			
Ismayila (9) 38	16										
Blawa											
	16		0	14	16			1	0	00	51
	25		0	11	13	Gandhra	44	9			
	73										
	14		0	11	13			14	0	02	53
	17/1		0	03	79			15	0	06	83
	24/2		0	06	83			16/1	0	02	03
	78							16/2	0	00	09
								17/1	0	05	82
	4/2		0	06	58			17/2	0	00	51
	7		0	11	13			17/3	0	02	78
	14		0	11	13			24	0	10	88
	17/1		0	11	13			19			
	24		0	11	13						
	103							4	0	11	38
	4		0	05	56			7/1	0	08	60
	18/1		0	10	62			7/2	0	02	78
	18/2		0	00	76			13	0	04	55
	23/1		0	01	26			14/2	0	00	08
	23/2		0	08	60			17/1/2	0	00	25
	119							18/1	0	02	53
	3/2		0	11	13			18/2	0	08	35
	8/1		0	11	13			23	0	11	38
	13/2		0	11	13			28			
	18/1		0	11	13			3/1	0	05	82
	23		0	11	13			3/2	0	05	56
	124							8	0	10	88
	3		0	11	13			9/1/2	0	00	51
	8		0	11	13			12/1/3	0	01	01
	13		0	08	60			12/2/2	0	02	28
	18		0	00	03			13/1	0	00	25
	19		0	06	83			13/3	0	02	78
	136							19	0	11	38
	8		0	01	52			22/1	0	01	52
	9		0	09	61			22/2	0	09	86
	12		0	11	13			39			
	19/1		0	03	54			2	0	10	88
	19/2		0	07	58			9/2	0	09	36
	22		0	11	13			10	0	02	02
	141							11	0	09	36
	1/1		9	00	51			12	0	01	26
	2		0	09	36			20/1	0	08	10
	9		0	11	13			21/1	0	02	53
	12		0	11	13			21/2	0	09	11
	19		0	11	13			49			
	21		0	00	51			6	0	04	05
	22		0	10	62			15	0	10	37
	147							16	0	11	38
	1		0	03	29			25/1	0	00	25
	2		0	07	58			25/2	0	09	11
	9		0	03	54			35/3	0	01	52
								25/4	0	00	51
								50			

1	2	3	4	5	6	1	2	3	4	5	6
Gadhdhara—contd.	1		0	10	87			6/2	0	11	38
	10		0	07	33			15/1	0	00	51
	11		0	01	01			51/3/1	0	05	31
	60							15/3/2	0	05	31
	4		0	00	51			16/2	0	11	38
	5		0	10	87			25/1	0	11	38
	6		0	05	06			116			
	7/1		0	02	27			5	0	11	38
	7/2		0	04	05			6	0	11	38
	14		0	11	38			15	0	08	09
	15		0	00	06						
	17/1		0	10	37	Naunand	43	23			
	17/2		0	01	01			22/2	0	00	06
	24		0	10	12			44			
	69							3/1	0	10	88
	3/1		0	01	01			3/2	0	00	25
	4		0	09	36			8	0	11	13
	7		0	02	28			13/1/1	0	00	09
	8/2		0	07	58			13/1/2	0	10	62
	13/1		0	00	51			18	0	09	86
	31/2		0	00	76			19	0	00	25
	13/3		0	10	62			22	0	04	30
	18/1/1		0	00	25			23	0	04	30
	18/1/2		0	04	81			48			
	18/1/3		0	00	51			2/1	0	04	80
	18/2/2		0	05	56			2/2	0	05	57
	23/1		0	00	06			3	0	01	27
	23/2		0	11	38			9	0	11	13
	84							12	0	11	13
	2/1		0	00	01			19/1	0	02	53
	2/2		0	03	53			19/2	0	08	60
	2/3		0	01	01			22/1	0	11	13
	3/1		0	00	02			70			
	3/2		0	00	51			1	0	05	31
	3/3		0	07	08			9	0	05	56
	8/2		0	01	01			11	0	08	60
	9		0	10	37			19	0	00	12
	12		0	11	38			20	0	11	13
	19		0	11	38			21	0	11	13
	22		0	11	13			73			
	93							1	0	11	13
	25		0	01	52			10	0	11	13
	94							11	0	10	37
	1		0	05	82			20	0	04	55
	2/1		0	05	31			21	0	00	06
	9		0	00	06			74			
	10		0	11	38			16	0	05	56
	11		0	11	38			25	0	11	38
	20		0	11	38			89			
	21/1		0	06	07			5	0	11	38
	21/2		0	03	04			6	0	13	66
	107										
	1/2		0	01	52						
	108										
	5		0	08	35						
	6/1		0	00	25						

1	2	3	4	5	6	1	2	3	4	5	6
Pakasman	57	9				Pakasman (Contd.)		102			
		4	0	06	58			15/1			
		5	0	04	55			15/1	0	00	51
		6/1	0	00	25			15/2	0	01	01
		7	0	10	88			16	0	06	58
		14	0	11	13			25/1/1	0	03	28
		17	0	11	13			25/2/2	0	03	04
		24/1	0	05	82			104			
		24/2/2	0	03	28						
		10						1/2/2	0	01	51
		5/2/1	0	09	61			2	0	09	11
		6	0	11	13			9/1	0	00	25
		15	0	11	13			9/2	0	03	54
		16	0	11	13			10	0	07	59
		24	0	01	26			11	0	11	13
		25	0	09	86			12	0	00	10
		11						20	0	11	13
		15	0	00	76			21	0	11	13
		16	0	05	56			105			
		25/1/1	0	03	54			1	0	10	12
		25/2/1	0	07	08			10	0	11	13
		12						11/1	0	09	61
		1	0	03	79			20/2/2	0	04	55
		12						130			
		10	0	11	13			5	0	02	02
		11	0	10	62			7/1/2	0	09	61
		20	0	05	56			7/2	0	01	52
		21	0	01	01			14/1	0	08	85
		72						14/2	0	02	28
		2/2	0	11	13			17	0	11	13
		3	0	00	09			24	0	10	62
		9	0	10	62			131			
		12	0	11	13			5/1/2	0	05	82
		19	0	11	13			5/2/2	0	05	31
		12	0	11	13			6/1	0	11	13
		73						15	0	11	13
		3	0	11	13			16	0	11	13
		8	0	11	13			24	0	02	28
		13	0	11	13			25	0	09	35
		18	0	06	07			140			
		19/1	0	00	25			4/1/2	0	02	78
		19/2	0	01	26			4/2/2	0	02	02
		22	0	07	59			4/3/2	0	06	57
		23	0	05	31			7	0	11	13
		74						8	0	00	51
		4	0	11	13			14	0	07	08
		7/1	0	01	52			104			
		7/2/1	0	07	84			1	0	04	55
		8	0	02	02			2	0	05	56
		13	0	07	08			9/1	0	00	25
		14/1/2	0	01	01			10	0	11	12
		14/2/2	0	01	51			11	0	11	38
		18/1	0	05	06			20	0	11	38
		18/2	0	05	82			21	0	06	32
		23	0	11	13			140			
								5	0	11	13
								6	0	11	13

1	2	3	4	5	6	1	2	3	4	5	6
Pakasman (Contd.)		15	0	11	13	Roorki (Contd.)		19/2	0	06	57
		16	0	08	35			22/2	0	06	32
		25	0	10	62			23/2	0	05	56
		141						21			
		1	0	00	25			2/2	0	11	38
		147						3	0	00	06
		4	0	03	05			11	0	00	05
		5	0	07	08			12/1	0	11	38
		6	0	01	26			19	0	06	07
		7	0	08	10			20/1	0	00	25
		14/2	0	12	14			20/2	0	05	06
		17/1	0	09	87			21/1	0	05	57
		17/2	0	01	26			21/2/1	0	02	78
		18	0	01	26			22/1	0	00	25
		23	0	10	88			33			
		24/1	0	00	25			15	0	04	30
		24/2	0	01	01			16/1	0	05	82
		174						16/2	0	00	25
		3	0	11	64			25	0	09	61
		8	0	06	07			34			
		9/1	0	01	26			1	0	11	38
		9/2	0	05	06			10	0	11	38
		12	0	11	89			20/2	0	00	51
		19	0	10	88			44			
		20	0	01	27			5/1	0	04	05
		22/1	0	06	07			5/2/1	0	04	55
		22/2	0	00	76			5/2/1	0	02	28
		183						6/1/1	0	02	54
		1/2	0	01	52			6/1/2	0	02	27
		2/2	0	10	37			6/2/1	0	01	01
		9	0	11	13			6/2/3	0	00	76
		12	0	11	13			6/2/5	0	00	50
		19	0	11	13			6/2/6	0	00	51
		22	0	11	13			7/1	0	01	77
		204						7/2	0	00	25
		2	0	09	87			14	0	10	12
		9	0	11	13			15/1/1	0	01	26
		12	0	11	13			17	0	11	38
		19/1	0	05	56			24	0	11	38
		19/2	0	05	57			56			
		22	0	11	13			3	0	01	52
		213						4/1	0	08	35
		11	0	11	13			4/2	0	01	52
		12	0	00	10			7/1	0	04	30
		20	0	11	13			8	0	02	02
		21	0	11	13			14	0	11	13
		229						17	0	11	38
		1	0	07	33			24/1	0	10	88
		16						65			
Roorki	54	3/1	0	05	82			4/2	0	09	61
		3/2	0	01	26			7	0	13	15
		7/2	0	00	51			13	0	08	09
		8	0	11	38			14	0	04	81
		13/1	0	11	38			18	0	12	90
		18/2	0	00	76			19/1	0	00	02
								22/1	0	00	06

1	2	3	4	5	6	1	2	3	4	5	6
Roorki—contd.						Roorki (Conf.)					
		22/2	0	09	11			147			
		23/1	0	02	78			5/1	0	02	78
		80						5/2	0	08	09
		1	0	00	25			6	0	10	37
		2	0	12	65			7	0	01	02
		9	0	03	03			14	0	08	09
		10	0	10	63			15	0	03	54
		11	0	10	87			17	0	11	38
		20	0	11	38			24	0	11	38
		21/1	0	01	52			156			
		21/2	0	04	05			4	0	11	38
		90						7	0	07	33
		5	0	10	62			8	0	04	05
		6	0	11	38			13	0	10	87
		15/1	0	03	79			14	0	00	51
		15/2	0	07	84			18	0	11	38
		16	0	11	38			23	0	11	38
		24	0	04	05			160			
		25	0	07	34			2/2	0	01	52
		105						3	0	09	86
		4	0	09	36			8/1	0	00	06
		5	0	01	01			8/2	0	02	28
		7	0	10	88			9/1	0	05	32
		14	0	11	38			12	0	11	38
		17/2	0	10	62			19/1	0	02	53
		18	0	00	12			19/2	0	08	85
		23/3	0	06	32			167			
		24	0	05	06			3	0	01	52
		116						2			
		3/1	0	09	11			6	0	00	06
		3/2	0	02	28			15	0	05	31
		4	0	00	06			16	0	11	13
		8	0	11	38			25	0	11	38
		13	0	11	38			3			
		18/1	0	04	05			1	0	10	62
		18/2	0	04	55			10	0	11	38
		19	0	02	78			11	0	05	82
		22	0	10	12			20	0	00	25
		127						7			
		2	0	11	38			5	0	11	38
		9/1	0	02	28			6	0	10	87
		9/2	0	09	36			7	0	01	01
		11	0	00	51			14	0	07	33
		12	0	11	13			15	0	04	05
		19	0	04	55			16	0	09	11
		20	0	06	83			17	0	00	51
		21	0	11	38			24	0	09	11
		138						25	0	00	25
		1	0	10	87			10			
		10	0	11	13			4/1	0	04	81
		10	0	11	13			4/2	0	05	31
		11	0	04	55			4/3	0	00	51
		139						4/5	0	01	01
		15/1	0	00	76			7/2	0	01	27
		16/1	0	08	09			8/1	0	00	51
		16/2	0	02	58			8/2	0	01	01
		25	0	11	38						

1	2	3	4	5	6
Roorki—Contd.					
	8/3	0	00	12	
	13/1	0	03	03	
	13/2	0	05	32	
	13/3	0	00	76	
	23/1	0	05	57	
	23/2	0	05	81	
	18				
	3/1	0	00	51	
	3/2	0	10	87	
	8/1/1	0	01	27	
	8/1/2	0	00	06	
	8/2	0	05	31	
	9	0	03	54	
	12	0	10	62	
	13/1	0	01	01	
	19	0	11	38	
	22/1	0	08	86	
	22/2	0	02	02	
	21				
	1	0	00	25	
	2/1	0	05	82	
	2/2	0	01	01	
	9	0	06	83	
	10	0	00	51	
	11	0	11	13	
	12	0	00	07	
	20/1	0	02	78	
	20/2	0	08	85	
	21/1	0	08	85	
	33				
	1/1	0	01	01	
	1/2	0	07	09	
	1/3	0	00	76	
	10/1	0	01	52	
	10/2	0	00	51	
	34				
	5/1	0	02	28	
	6	0	09	61	
	15	0	11	38	
	16	0	11	38	
	24/1	0	00	25	
	24/2	0	00	12	
	25	0	11	13	
	36				
	4/1	0	0	52	
	4/2	0	04	30	
	5	0	05	82	
	6/1/1	0	00	06	
	7	0	11	38	
	14/1	0	00	51	
	14/2	0	10	87	
	17	0	11	38	
	24	0	09	61	
	51				
	4/2	0	01	26	

नई दिल्ली, 16 फरवरी, 1993

का.आ. 472. —केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का.आ. 544 तारीख 15 फरवरी, 1992 द्वारा पेट्रोलियम के परिवहन लिए पाइपलाइन बिछाने के प्रयोजनार्थ उक्त अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार के अर्जन के अर्पण आशय की घोषणा की थी ;

राजपल अधिसूचना की प्रतियां जनता को 09 मार्च 1992 को उपलब्ध करा दी गई थी ।

उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दे दी है ;

केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार का अर्जन किया जाए ;

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जित करने की घोषणा करती है ।

यह और कि केन्द्रीय सरकार उक्त धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निवेश देती है कि उक्त भूमियों के उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाए सभी विलक्षणों में मुक्त होकर इंडियन आयल कारपोरेशन लिमिटेड में निहित होगा ।

अधिसूचना

तहसील	बाबल	जिला	खिाई	राज्य	हरियाणा
गांव का नाम	हदबस्त नं.	मुस्ततील नं./	क्षेत्रफल		
नाम	नं.	किला नं.	हे.	आर	वर्ग मीटर
1	2	3	4	5	6
खन्डोरा	4				
	18			01	27
	19			14	16
	21			10	12
	22			04	05

1	2	3	4	5	6	1	2	3	4	5	6
	9						9/1		00	05	82
	5/2		00	00	25		9/2		00	04	30
	14		00	03	04		11		00	03	79
	17		00	10	12		12/1		00	07	08
	10		00	02	53		12/2		00	02	53
	23		00	13	66		20		00	13	66
	10						21		00	04	30
	1/2		00	02	53		77				
	25										
	2		00	08	85		4		00	01	26
	3		00	04	80		5		00	11	89
	9		00	12	14		6		00	00	25
	10		00	01	01		7		00	04	30
	11		00	13	15	ढोंकरी	48	19			
	12/1		00	00	25		15		00	09	35
	20		00	07	08		16		00	12	14
	26						17		00	01	26
	16/1		00	06	07		24		00	12	39
	16/2		00	00	25		25		00	00	51
	24/1		00	00	25		20				
	25		00	12	39		10		00	09	61
	29						11		00	03	54
	4		00	11	89		22				
	5/1		00	01	27		3		00	04	55
	7/2		00	08	35		4		00	07	08
	8		00	05	31		12		08	08	60
	13		00	13	41		13		00	04	81
	18		00	02	28		19		00	12	65
	19		00	11	38		20		00	00	76
	21		00	04	55		21		00	11	13
	22		00	09	10		22		00	01	01
	51						33				
	6		00	10	12		5/2		00	04	05
	14		00	01	52		6		00	13	41
	15		00	11	64		14/2		00	00	51
	16		00	00	25		14/3		00	07	58
	17		00	11	63		15/1		00	02	53
	24		00	07	33		15/2		00	01	01
	53						15/3		00	02	02
	25		00	09	36		17/1		00	08	60
	54						33				
	2		00	00	25		17/3		00	03	54
	3/1		00	10	12		18		00	00	51
	3/2		00	01	52		34				
	8		00	00	51		1		00	07	34

1	2	3	4	5	6	1	2	3	4	5	6
		39						19/1	00	00	51
		2	00	03	04			19/2	00	07	08
		9	00	13	40			20/1	00	00	00
		12	00	06	32			21/2	00	09	86
		20	00	13	15			22	00	03	54
		21/1	00	02	02			74			
		40						1/1	00	04	81
		16/1	00	00	25			1/2	00	00	51
		25/1	00	00	26			88			
		25/2	00	08	85			6	00	10	88
		51						7	00	01	26
		4/1	00	00	25			14	00	03	15
		4/2	00	03	54			17	00	03	79
		5	00	08	10			18/1	00	10	88
		6	00	00	26			22	00	06	32
		7	00	13	15			23	00	08	34
		13	00	05	57			26	00	00	51
		14	00	06	32			91			
		18/1	00	04	05			15	00	04	82
		18/2	00	09	11			92			
		19	00	00	00			1	00	01	26
		22	00	05	06			2	00	12	90
		23	00	06	83			9	00	00	51
		26	00	01	01			10/1	00	06	58
		61						10/2	00	06	83
		2	00	10	12			11	00	05	31
		3	00	00	25						
		9	00	11	13	नर सिंह	8	2			
		61				पुर गढ़ी					
		12/1	00	04	30			13/2	00	07	59
		12/2	00	05	06			18	00	11	64
		19	00	11	38			19	00	00	76
		20/1	00	02	28			22	00	12	65
		21	00	08	35			23/1	00	00	51
		22/2	00	05	82			23/2	00	00	00
		73						6			
		5/1	00	01	01			1/2	00	04	55
		5/2	00	09	61			2	00	08	09
		5/3	00	01	26			9	00	01	77
		6	00	04	55						
		7	00	11	38	धारण	7	4			
		12	00	00	00			13	00	12	14
		13	13	15	15			14	00	03	54
		14	00	04	05			18	00	10	12
		18	00	03	29			19	00	03	29

[भाग II—खंड 3(ii)]

1	2	3	4	5	6	1	2	3	4	5	6
			00	13	15			11	00	11	64
	23							20/2	00	00	25
	23/1		00	00	00			26			
	10							15	00	02	02
	6/2		00	01	01			16	00	11	64
	15		00	12	65						
	16		00	08	09			33			
	17		00	05	31			3	01	00	51
	23/2		00	00	25			4	00	13	15
	24/1		00	10	62			7	00	01	77
	24/2		00	03	29			8/1	00	07	84
	11							8/02	00	04	05
	1		00	08	85			12	00	03	79
	2/1		00	05	06			13	00	09	36
	10		00	10	12			1/91	00	02	78
	11		00	01	01			19/2	00	05	56
	15							21/2	00	09	86
	3/1		00	00	51			22	00	02	28
	3/2		00	10	87			40			
	4		00	02	28			1/1	00	08	60
	8		00	10	37			1/2	09	00	25
	9		00	03	04			41			
	12		00	13	41			5/2	00	00	00
	13/1		00	00	00			6	00	10	37
	19		00	05	06			14	00	06	58
	21		00	08	60			15	00	07	08
	21		00	11	89			17	00	12	39
	16							18	00	00	25
	25		00	01	52			24	00	02	28
	20							26	00	05	31
	5		00	12	14			45			
	6		00	07	33			25	00	01	77
	13		00	00	25			46			
	14		00	13	15			3	00	12	39
	17/1		00	02	02			8/1/1	00	00	25
	18/1		00	03	04			8/1/2	00	06	83
	18/1		00	07	33			12	00	11	13
	12/1		00	04	30			13			
	23		00	09	86			18/1	00	02	28
	21							19	00	14	67
	1		00	00	25			20	00	00	76
	25							21	00	15	18
	2/1		00	00	76			22	00	01	01
	2/1		00	10	12			57			
	9		00	00	25			1	00	00	25
	10		00	11	62						

1	2	3	4	5	6
	58				
	4		00	03	54
	5		00	14	16
	7		00	13	14
	13		00	01	77
	14		00	03	79
बीरबाल	5	13			
	1		00	03	04
	10		00	00	76
	14				
	5		00	01	52
	6		00	13	40
	14		00	05	56
	15		00	06	57
	17		00	13	40
	18		00	00	25
	23/1		00	11	38
	24		00	02	02
	22				
	16/1		0	01	27
	25/1		0	08	85
	25/2		0	02	78
	23				
	2		00	04	05
	3/1		0	08	35
	23				
	3/2		00	00	25
	9		00	13	66
	11		00	09	10
	12		00	04	55
	20		00	12	39
	21		001	00	76
	28				
	4		00	06	32
	5		00	07	34
	7		00	12	14
भदराना	4	52			
	19		00	06	07
	21/1		00	05	31
	21/2		00	04	30
	22		00	04	30
	56				
	1		00	08	09

New Delhi, the 16th February, 1993

S.O. 472.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. 544, dated the 15th February, 1992, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) hereinafter referred to as the said Act, the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipeline for the transport of petroleum;

And whereas the copies of the said Gazette notification were made available to the public on 9th March, 1992;

And whereas the Competent Authority in pursuance of sub-section (1) of section 6 of the said Act has made his report to the Central Government;

And whereas the Central Government after considering the said report is satisfied that the right of user in the lands specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the lands specified in the Schedule appended to this notification are hereby acquired;

And further in exercise of the powers conferred by sub-section (4) of the said section, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government, vest, free from all encumbrances, in the Indian Oil Corporation Limited;

SCHEDULE

Tehsil : Bawal	District : Rewari	State : Haryana			
Name of Village	Hadbast No.	Mustatecl No./Killa No.	Area		
			Hec-tare	Arc	Sq- uare Meter
1	2	3	4	5	6
Khandora	50	4			
		18	..	01	27
		19	..	14	16
		21	..	10	12
		22	..	04	05
		9			
		5/2	..	00	25
		14	..	03	04
		17	..	10	12
		18	..	02	53
		23	..	13	66
		10			
		1/2	..	02	53
		25			
		2	..	03	85
		3	..	04	83
		9	..	12	14
		10	..	01	01
		11	..	13	15
		12/1	..	00	25
		20	..	07	08
		26			
		16/1	..	06	07
		16/2	..	00	25
		24/1	..	00	25
		25	..	12	39

[संख्या आर 31015/3/92 ओ. आर. I (पार्ट-II)]

कूलवीप सिंह, धवर सचिव

1	2	3	4	5	6	1	2	3	4	5	6
		29				Tankri	18			00	51
		4		11	89		34				
		5/1		01	27		1			07	34
		7/2		08	35		39				
		8		05	31		2			03	04
		13		13	41		9			13	40
		18		02	28		12			06	32
		19		11	38		20			13	15
		21		04	55		21/1			02	02
		22		09	10		40				
		51					16/1			00	25
		6		10	12		25/1			00	26
		14		01	52		25/2			08	85
		15		11	64		51				
		16		00	25		4/1			00	25
		17		11	63		4/2			03	54
		24		07	33		5			08	10
		53					6			00	26
		25		09	36		7			13	15
		54					13			05	57
		2		00	25		14			06	32
		3/1		10	12		18/1			04	05
		3/2		01	52		18/2			09	11
		8		00	51		19			00	00
		9/1		05	82		22			05	06
		9/2		04	30		23			06	83
		11		03	79		26			01	01
		12/1		07	08		61				
		12/2		02	53		2			10	12
		20		13	66		3			00	25
		21		04	30		9			11	13
		77					-61				
		4		01	26		12/1			04	30
		5		11	89		12/2			05	6
		6		00	25		19			11	38
		7		04	30		20/1			02	28
Tankri	48	19					21			08	35
		15		09	35		22/2			05	82
		16		12	14		73				
		17		01	26		5/1			01	01
		24		12	39		5/2			09	61
		25		00	51		5/3			01	26
		20					6			04	55
		10		09	61		7			11	38
		11		03	54		12			00	00
		22					13			13	15
		3		04	55		14			04	05
		4		07	08		18			03	29
		12		08	60		19/1			00	51
		13		04	81		19/2			07	08
		19		12	65		20/1			00	00
		20		00	76		21/2			09	86
		21		11	13		22			03	54
		22		01	01		74				
		33					1/1			04	81
		5/2		04	05		1/2			00	51
		6		13	41		88				
		14/2		00	51		6			10	88
		14/3		07	58		7			01	26
		15/1		02	53		14			03	15
		15/2		01	01		17			03	79
		15/3		02	02		18/1			10	88
		17/1		08	60		22			06	32
		33					23			08	34
		17/3		03	54		26			00	51

1	2	3	4	5	6	1	2	3	4	5	6
		91				Dharan	25				
		15	..	04	82		2/1	..	00	76	
		92					2/2	..	10	12	
		1	..	01	26		9	..	00	25	
		2	..	12	90		10	..	11	62	
		9	..	00	51		11	..	11	64	
		10/1	..	06	58		20/2	..	00	25	
		10/2	..	06	83		26				
		11	..	05	31		15	..	02	02	
Narsinghpur	8	2					16	..	11	64	
Garhi		13/2	..	07	59		33				
		18	..	11	64		3	..	00	51	
		19	..	00	76		4	..	13	15	
		22	..	12	65		7	..	01	77	
		23/1	..	00	51		8/1	..	07	84	
		23/2	..	00	00		8/2	..	04	05	
		6					12	..	03	79	
		1/2	..	04	55		13	..	09	36	
		2	..	08	09		19/1	..	02	78	
		9	..	01	77		19/2	..	05	56	
Dharan	7	4					21/2	..	09	86	
		13	..	12	14		22	..	02	28	
		14	..	03	54		40				
		18	..	10	12		1/1	..	08	60	
		19	..	03	29		1/2	..	00	25	
		22	..	13	15		41				
		23/1	..	00	00		5/2	..	00	00	
		10					6	..	10	37	
		6/2	..	01	01		14	..	06	58	
		15	..	12	65		15	..	07	08	
		16	..	08	09		17	..	12	39	
		17	..	05	31		18	..	00	25	
		23/2	..	00	25		24	..	02	28	
		24/1	..	10	62		26	..	05	31	
		24/2	..	03	29		45				
		11					25	..	01	77	
		1	..	08	85		46				
		2/1	..	05	06		3	..	12	39	
		10	..	10	12		8/1/1	..	00	25	
		11	..	01	01		8/2/2	..	06	83	
		15					12	..	00	00	
		3/1	..	00	51		13	..	11	13	
		3/2	..	10	87		18/1	..	02	28	
		4	..	02	28		19	..	14	67	
		8	..	10	37		20	..	00	76	
		9	..	03	01		21	..	15	18	
		12	..	13	04		22	..	01	01	
		13/1	..	00	00		57				
		19	..	05	06		1	..	00	25	
		20	..	08	60		58				
		21	..	11	89		4	..	03	54	
		16					5	..	14	16	
		25	..	01	52		7	..	13	14	
		20					13	..	01	77	
		5	..	12	14		14	..	03	79	
		6	..	07	33						
		13	..	00	25	Berwal	5				
		14	..	13	15		13				
		17/1	..	02	02		1	..	03	04	
		18/1	..	03	04		10	..	00	76	
		18/2	..	07	33		14				
		22/2	..	04	30		5	..	01	52	
		23	..	09	86		6	..	13	40	
		21					14	..	05	56	
		1	..	00	25		15	..	06	57	
							17	..	13	40	

1	2	3	4	5	6
Berwal	18	..	00	2	
	23/1	..	11	3	
	24	..	02	0	
	22				
	16/1	..	01	27	
	25/1	..	08	85	
	25/2	..	02	78	
	23				
	2	..	04	05	
	3/1	..	08	35	
	23				
	3/2	..	00	25	
	9	..	13	66	
	11	..	07	1	
	12	..	04	55	
	20	..	12	37	
	21	..	00	76	
	28				
	4	..	06	32	
	5	..	07	34	
	7	..	12	14	
Bhadra	4	52			
	19	..	06	07	
	21/1	..	05	31	
	21/2	..	04	30	
	22	..	04	30	
	56				
	1	..	08	09	

[No. R-31015/1/92-O.R-I (Part-II)]
KULDIP SINGH, Under Secy

नई दिल्ली, 16 फरवरी, 1993

का.आ.473—केन्द्रीय सरकार ने, पेट्रोलियम और खनिज पाइपलाइन भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिस इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का.आ. 545 तारीख 15 फरवरी, 1992, द्वारा पेट्रोलियम के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजनार्थ उक्त अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकारों के अर्जन के अपने आशय की घोषणा की थी;

राजपक्ष अधिसूचना की प्रतियां जनता को तारीख 9 मार्च 1992 को उपलब्ध करा दी गई थी;

उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दे दी है;

केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार का अर्जन किया जाए;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जित करने की घोषणा करती है;

यह और कि केन्द्रीय सरकार उक्त धारा की उपधारा (4) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमियों के उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाए विधि बिल्लगमें में मुक्त होकर, इंडियन आयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अधिसूचना

तहसील : गोहाना; जिला : सोनीपत; राज्य : हरियाणा

गांव का नाम	हदबस्त नं.	मुस्ततिल नं. किला नं.	क्षेत्रफल	हैक्टर	घार	वर्ग मीटर
1	2	3	4	5	6	
गिहाना	74	13				
		4/1	0	06	07	
		4/2	0	01	77	
		7	0	11	38	
		13/2	0	01	01	
		14	0	10	37	
		17	0	02	53	
		32				
		18/1	0	00	51	
		23	0	11	38	
		32				
		3/1	0	05	56	
		3/2	0	05	56	
		8/2		20	88	
		9	0	00	54	
		12	0	07	84	
		13	0	03	29	
		19	0	10	12	
		22	0	10	37	
		36				
		1	0	00	51	
		2	0	11	13	
		9	0	05	06	
		10	0	05	06	
		11/2	0	10	12	
		12	0	01	26	
		20/1	0	11	13	
		20/2	0	00	10	
		21/2	0	08	60	
		21/2	0	02	53	

1	2	3	4	5	6	1	2	3	4	5	6
गिबाना	55					गिबाना	11	0	02	78	
	—						12	0	08	09	
15/2		0	00	10			19	0	01	52	
16/1		0	03	54			20	0	10	12	
25		0	07	08			21	0	11	38	
56							104				
—							—				
1		0	11	13			1	0	01	26	
10		0	11	13		ग्रामली 71	12				
11		0	06	83			—				
20		0	03	79			1	0	05	31	
21/1		0	00	25			18	0	10	62	
60							22	0	05	56	
—							26				
5		0	08	60			—				
6		0	11	38			2	0	00	51	
15		0	11	38			65				
16		0	09	86			—				
17/1		0	01	52			9	0	01	01	
24/1		0	04	81			12	0	00	25	
24/2		0	06	58			13	0	09	86	
25/1		0	00	76			19	0	08	60	
79							22/2	0	09	11	
—							66				
7/1		0	08	35			—				
7/2		0	03	04			2	0	10	37	
13		0	00	10			9	0	11	38	
14		0	10	88			11	0	01	26	
17		0	07	08			12	0	10	12	
18		0	07	33			20	0	11	38	
23		0	05	06			21	0	09	61	
24/1		0	00	51			86				
83							—				
3		0	11	38			15	0	02	78	
8		0	11	38			16	0	10	12	
12		0	00	25			87				
13/1		0	05	06			—				
13/2		0	06	32			1	0	11	38	
18		0	05	06			10/1	0	08	60	
19/1		0	01	77			11	0	08	09	
19/2		0	04	81			20/1	0	01	01	
22/1		0	06	32			20/2	0	00	25	
22/2		0	04	81			89				
23		0	00	05			—				
101							5	0	11	38	
—							6	0	11	13	
2		0	11	38			7	0	00	25	
9/2		0	10	12			14/1	0	03	54	

1	2	3	4	5	6	1	2	3	4	5	6	
श्रावली—जारी	14/2			0	00	76	विबिलान—जारी	3		0	01	77
समाप्त	15			0	05	06		9		0	11	38
	16			0	00	25		12/1		0	05	56
	17			0	10	62		12/2		0	05	56
	24			0	10	87		19		0	11	38
	108							21		0	04	55
								22		0	06	58
	4			0	11	38		9				
	7			0	10	12		16		0	00	25
	8			0	01	52		25		0	05	83
	13/1			0	09	11		10				
	13/2			0	01	26						
	14			0	01	77		1		0	10	62
	18			0	09	86		2		0	00	76
	112							10		0	10	88
								11		0	10	62
	2			0	04	81		20		0	11	13
	9			0	12	14		21		0	05	32
	10			0	00	10		25				
	11			0	08	09						
	12			0	04	05		1		0	00	10
	20			0	11	13		26				
	21			0	10	62						
	129							5		0	11	13
	6			0	07	84		6		0	11	38
	6/1			0	08	60		15		0	11	38
	6/2			0	02	78		16		0	09	86
	15			0	11	38		17		0	01	52
	16			0	10	12		24		0	08	35
	17			0	01	01		25		0	02	02
	24			0	08	60		27				
	25			0	00	53						
	130							4		0	11	38
								7		0	11	38
	1			0	03	54		14		0	11	38
	134							17		0	07	84
								18		0	03	54
	4			0	03	79		23		0	10	12
								24		0	01	01
								48				
	18					25						
	23			0	05	56		3		0	11	38
	7							8		0	10	12
								13		0	01	52
	2			0	09	36		18		0	02	53
विबिलान 72	1											
	18					25						
	23			0	05	56		3		0	11	38
	7							8		0	10	12
								13		0	01	52
	2			0	09	36		18		0	02	53

1	2	3	4	5	6	1	2	3	3	5	6
विशिलान—समाप्त	23		0	02	02	भैसवाल कला	7/2		0	01	77
	49					मिठान—जारी	8		0	02	28
	—						13		0	09	36
	2		0	00	51		18		0	00	51
	12		0	00	25		23		0	07	59
							108				
भैसवाल 68	34						—				
कला	—										
मिठान	4		0	01	52		3		0	10	88
	7		0	10	88		8		0	06	32
	13/2		0	00	25		9/1		0	03	29
	14		0	11	38		9/2		0	01	52
	17		0	04	81		12		0	08	35
	36						13		0	00	51
	—						19/1		0	11	38
	12		0	00	51		22		0	11	38
	18		05	08	35		116				
	19		0	06	32		—				
	22		0	11	63		1/1		0	00	10
	23		0	00	10		1/2		0	00	15
	56						2/1		0	10	88
	—						2/2		0	00	51
	2		0	10	88		9		0	04	05
	9/1		0	00	51		10		0	07	33
	9/2		0	11	13		11/1		0	05	82
	11		0	01	77		11/2		0	05	31
	12		0	08	85		20/1/1		0	08	09
	19/1		0	01	52		20/1/2		0	02	28
	21		0	10	88		20/2		0	01	01
	59						21		0	10	62
	—						133				
	6		0	00	25		—				
	15		0	05	56		1/1		0	07	84
	16		0	10	62		1/2		0	00	51
	25		0	11	38		10		0	02	02
	60						136				
	—						5		0	02	78
	1		0	10	88		6		0	09	36
	10		0	11	13		15		0	11	38
	11		0	05	56		16/1		0	06	32
	86						16/2		0	02	53
	—						24/2		0	00	10
	4/1		0	05	56						
	4/2		0	05	56						
	7/1		0	07	08						

1	2	3	4	5	6	1	2	3	4	5	6
भैसवाल कला	25/1/1	0	07	08		कटवाल	69	15			
मिठान क्रमशः—	25/1/2	0	01	26				8	0	00	25
समाप्त	25/2	0	03	04				13	0	09	86
	140							18	0	07	84
								22	0	01	77
	4	0	04	81				23	0	07	34
	5/1/1	0	02	28				16			
	5/1/2	0	00	23				2	0	08	60
	5/2	0	01	77				3	0	03	04
	7	0	10	37				9	0	11	38
	14	0	11	38				12/1	0	06	32
	17	0	11	38				12/2	0	05	31
	23	0	01	01				19/1	0	00	06
	24	0	10	62				19/2	0	11	13
	153							21	0	03	04
								22/1	0	07	08
	3	0	07	59				39			
	8	0	11	38							
	13	0	04	55				16	0	00	25
								25	0	07	59
भैसवाल कला	67	21						40			
बावला	14/1	0	00	76				1	0	10	63
	38							2	0	01	01
								10	0	11	38
	6	0	01	52				11	0	11	38
	15	0	07	33				20	0	11	13
	16	0	07	59				21	0	04	05
	17	0	01	52				41			
	24	0	09	61							
	25	0	01	01				1	0	00	05
	53							42			
	4	0	09	86				5	0	11	13
	17	0	03	04				6/1	0	08	09
	18	0	03	54				14	0	00	25
	23	0	08	85							
	24	0	00	51		साट	65	62			
	56							3	0	11	38
								6	0	11	13
	3	0	11	38				9	0	00	25
	8/1	0	07	84				12/1	0	00	05
	8/2	0	03	79				12/2	0	05	82
	13	0	08	60				13	0	05	31
								18/2	0	00	25

1	2	3	4	5	6	1	2	3	4	5	6
लाठ—क्रमशः						लाठ—क्रमशः					
	19		0	11	38		9/1		0	02	78
	22		0	10	88		12/2		0	10	12
	66						13		0	01	52
	2		0	10	63		19		0	11	38
	9/1		0	00	25		22		0	11	38
	9/2		0	10	88		141				
	10		0	00	05		1		0	00	05
	11/2		0	04	81		2		0	09	86
	12		0	08	32		9		0	05	82
	20		0	10	88		10		0	05	82
	21		0	11	38		11		0	03	54
	90						12		0	00	25
	6/1		0	00	2		147				
	15		0	05	31						
	16		0	11	38		1/2		0	03	29
	25		0	09	86		148				
	91						5		0	01	01
	1		0	10	85		6		0	08	35
	10		0	10	37		15		0	11	38
	11/1		0	04	05		16		0	77	38
	96						25		0	11	
	5		0	11	38		163				
	6		0	06	32						
	14		0	06	32		4/2		0	3	79
	15/1		0	03	29		5/1		0	6	83
	15/2		0	01	01		6		0	07	01
	16		0	00	05		7		0	10	37
	17		0	11	63		14		0	11	38
	24		0	11	38		17		0	11	38
	117						23			00	25
	4		0	10	88		24		0	70	37
	7		0	10	37		166				
	8		0	01	01		3		0	06	07
	130		0	07	59		4		0	05	31
	14		0	03	04		212		0	05	31
	18/1		0	11	38		220/1		0	34	40
	23		0	11	38	जौली	61	2			
	26		0	00	25		20		0	00	76
	122						21		0	09	86
	3		0	11	38		16				
	8/2		0	02	78		1		0	09	86
	8/3		0	05	82		10		0	03	54

1	2	3	4	5	6	1	2	3	4	5	6
		17						12	0	11	13
		5	0	01	76			19/2	0	11	13
		6	0	07	59			22	0	08	35
		15/2	0	11	13			96			
		16	0	04	81			1	0	00	51
		25/1	0	10	37			2	0	07	84
		19						9	0	05	56
		5	0	11	38			10	0	08	35
		6	0	10	88			11	0	07	08
		7	0	00	76			21	0	11	12
		14/2	0	06	32			105			
		15	0	05	31			1	0	08	86
		16	0	03	04			9	0	02	53
		17	0	04	05			10	0	08	35
		24	0	11	38			11	0	09	86
		39						12	0	01	01
		4	0	11	38			20/1	0	07	84
		7	0	11	38			20/2	0	03	29
		13	0	02	28			21/1	0	05	06
		14	0	09	11			21/2	0	00	51
		17	0	02	28			21/3	0	05	56
		18	0	09	11			126			
		23	0	11	13			1	0	11	12
		43						10	0	11	12
		3	0	10	12			11	0	10	12
		7	0	09	07			20	0	11	12
		8	0	07	33			21	0	11	12
		14	0	10	62			134			
		15	0	02	02			1	0	10	62
		4						10	0	11	13
		21	0	11	13			11	0	11	13
		22	0	00	76			20	0	11	13
		66						21	0	10	62
		1	0	01	01			152			
		2/1	0	10	62			1	0	11	13
		2/2	0	01	26			10	0	10	62
		9/2	0	10	12			11	0	11	13
		12	0	11	13			20	0	11	13
		19	0	11	13			21	0	07	84
		22	0	11	13			127			
		74						6	0	00	51
		2	0	11	13			15	0	02	02
		0	0	11	13			16	0	03	04
								25	0	04	81

(1)	(2)	(3)	(4)	(5)	(6)	(1)	(2)	(3)	(4)	(5)	(6)
		158						10	0	10	62
		1	0	09	86			11/1	0	00	76
		10	0	08	85			11/2	0	10	12
		11	0	07	33			11/3	0	00	25
		20	0	05	82			20	0	12	90
		21/1	0	01	77	ककाना मादरी 57	2				
		21/2	0	02	78		24		0	09	36
		174					11				
		1	0	01	52		4		0	11	13
		175					7		0	11	38
		5	0	14	16		8		0	00	25
		6	0	01	28		13		0	04	55
		7	0	11	38		14		0	06	58
		8	0	00	10		17		0	01	26
		13	0	04	81		18		0	10	12
		14	0	06	32		23		0	11	13
		17	0	00	51		15				
		18	0	10	62		3		0	04	81
		24	0	02	53		8		0	11	13
		1392	0	02	78		13		0	11	13
		1444	0	00	51		19		0	11	63
न्यात 62		40					19		0	01	77
		23	0	07	59		22		0	01	53
		42					23		0	02	78
		3	0	10	88		26				
		8	0	11	38		2		0	09	86
		13	0	11	38		3		0	00	76
		18	0	13	15		9		0	11	13
		18/1	0	00	25		12		0	05	31
		19/2	0	00	25		13		0	02	28
		22/1	0	00	76		19		0	11	38
		22/2	0	03	54		22		0	11	38
		23	0	01	26		31				
		61					1		0	03	79
		2	0	11	38		9		0	01	01
		3	0	00	10		10		0	10	62
		9	0	11	38		11		0	11	38
		12	0	11	38		20/1		0	01	01
		19/2	0	0	61		21/1		0	02	53
		64					21/2		0	08	60
		1/2	0	05	56		42				
		2/1	0	03	04		1		0	10	12
		2/2	0	01	52		10		0	05	82
		9	9	00	10		11		0	00	25

(1)	(2)	(3)	(4)	(5)	(6)	1	2	3	4	5	6
		43						39			
		5	0	00	50			2/2	0	00	76
		6	0	05	82			3	0	09	62
		15	0	11	38			8/2	0	04	05
		16	0	11	38			9	0	06	07
		25	0	11	38			12	0	09	62
		46						13	0	00	10
		5	0	11	38			19	0	11	13
		6	0	10	12			22	0	10	37
		7	0	01	01			53			
		14	0	06	83			2	0	11	38
		15/1	0	03	29			9/1	0	08	61
		24	0	11	38			9/2	0	02	02
		60						10	0	00	75
		4	0	11	13			11/2	0	06	07
		7	0	11	13			12	0	05	06
		13	0	00	25			19	0	02	02
		14/1	0	03	29			20	0	09	86
		14/2	0	27	24			21	0	04	30
		17	0	06	07			69			
		24	0	03	54			15	0	00	51
		576/1	0	01	01			16	0	05	56
बानपुर	58	5						25/1	0	05	56
(कक्षा)								25/1	0	03	29
		16	0	06	83			70			
		17/1	0	00	25			70			
		17/2	0	03	54			11	0	08	61
		24	0	09	36			20	0	05	56
		25	0	01	77			21/1	0	00	76
		17						88			
		4	0	11	38			5	0	11	13
		7	0	11	38			6	0	11	13
		14	0	11	38			15	0	11	13
		17	0	10	37			16/1	0	07	84
		23	0	02	78			16/2	0	01	26
		24	0	08	35			24	0	04	05
		26						25	0	07	08
		3	0	07	33			100			
		4/2	0	00	76			4/1	0	06	08
		8/1	0	08	60			4/2	0	03	79
		8/2	0	01	26			5	0	01	26
		13	0	10	12			7/2	0	09	62
		18	0	11	38			14	0	10	62
		23	0	10	62						

1	2	3	4	5	6	1	2	3	4	5	6
		17	0	11	13			15/2	0	06	83
		24	0	10	62			16/1	0	07	33
		119						16/2	0	03	79
		4	0	04	55			25	0	11	13
		13/2	0	02	53			184			
		18	0	11	38						
		23/1	0	11	38						
		135						4 3	0	01	02
		2	0	00	10			5/1	0	06	07
		3/1	0	04	82			5/2	0	03	79
		3/2	0	06	83			14	0	06	83
		8	0	07	33			17/1	0	04	30
		9	0	04	05			17/2	0	09	11
		12	0	09	36						
		13	0	01	77	शामड़ी सिसान 55	38				
		19/1	0	06	07						
		19/2	0	01	77						
		22	0	11	13			8	0	03	29
		147						13	0	11	13
								18	0	08	85
		9	0	09	36			19	0	02	02
		12	0	11	13			22	0	07	33
		19	0	11	13			23	0	03	79
		22	0	11	13			44			
		163									
		25/1	0	00	51			2	0	11	38
		25/2	0	02	78			3	0	00	10
		164						9	0	11	13
								12	0	11	13
		1	0	03	79			19	0	11	13
		2	0	08	34			21	0	00	10
		11 1	0	06	32			22	0	10	12
		11 2	0	04	82			57			
		20	0	11	38						
		21	0	08	09			1	0	03	79
		171						2	0	07	33
								9/1	0	01	52
		11 1	0	00	76			9/2	0	00	51
		12	0	00	51			10/1	0	09	36
		172						11	0	11	13
								20	0	11	13
		5	0	10	12			21/1	0	11	13
		6	0	11	13						
		15/1	0	04	30						

1	2	3	4	5	6	1	2	3	4	5	6
		66						18/2	0	09	36
		6	0	01	26			22	0	00	51
		15	0	06	07			23/1	0	08	09
		16	0	10	88			23/2	0	03	04
		25/1	0	08	35			28			
		25/2	0	02	78			—			
		67						2	0	07	34
		—						3	0	04	05
		1	0	11	13			8	0	00	25
		10	0	10	12			9	0	10	88
		11 1	0	05	06			12	0	11	38
		20	0	00	25			19	0	11	38
		82						22	0	10	63
		—						39			
		5	0	11	13			—			
		6	0	11	13			1 2	0	01	77
		15/1	0	05	56			2	0	09	36
		15/2	0	05	31			9	0	03	54
शामली 33		3						10/1	0	07	84
वृषन		—						11	0	11	38
		10	0	09	86			20	0	11	38
		11	0	09	61			21	0	11	38
		20/2	0	03	04			45			
		8						—			
		—						6	0	02	78
		5	0	11	38			15	0	06	83
		6	0	12	14			16	0	10	88
		7	0	00	10			25	0	11	38
		14/1	0	01	01			46			
		15/1	0	08	10			—			
		17/1	0	10	88			1	0	11	38
		24	0	10	12			10	0	07	34
		12						11	0	00	76
		—						56			
		4	0	11	38			—			
		7	0	11	38			5/1	0	08	09
		17	0	10	88			5/2	0	03	54
		18	0	00	25			6	0	10	37
		23						14	0	05	56
		—						15/1	0	06	07
		3	0	10	63			16	0	00	10
		4	0	00	25			17	0	11	38
		8	0	11	38			24	0	11	38
		13/1/11	0	02	53			62			
		13/1/1	0	08	86			—			
		18/1	0	02	02			—			

1	2	3	4	5	6	1	2	3	4	5	6
		4	0	11	38			7	..	11	38
		7	0	11	13			13/2	..	01	01
		8	0	00	25			14	..	10	37
		13	0	04	55			17	0	02	53
		14/1	0	05	82			1/1	0	00	51
		17/2	0	01	27			23	0	11	38
		18/1	0	09	86			32			
		23/2	0	11	38			3/1	0	05	56
		66						3/2	0	05	56
		—						8/2	0	10	88
		3	0	11	38			9	0	00	58
		8	0	04	55			12	0	07	84
								13	0	03	29
								19	0	10	12
								22	0	10	37
								36			
								1	0	00	51
								2	0	11	13
								9	0	05	06
								10	0	05	06
								11/2	0	10	12
								12	0	01	26
								20/1	0	11	86
								20/2	0	00	10
								21/1	0	08	60
								21/2	0	02	53
								55			
								15/2	0	00	10
								16/1	0	03	54
								25	0	07	08
								56			
								1	0	11	13
								10	0	11	13
								11	0	06	83
								20	0	03	76
								21/1	0	00	25
								60			
								5	0	08	60
								6	0	11	38
								15	0	11	38
								16	0	09	86
								17/1	0	01	52
								24/1	0	04	81
								24/2	0	06	58
								25/1	0	00	76
								79			
								7/1	0	08	35
								7/2	0	03	04
								13	0	00	10
								14	0	10	88
								17	0	07	08
								18	0	07	33
								23	0	05	06
								24/1	0	00	51
								83			
								3	0	11	38
								8	0	11	38
								12	0	00	25
								13/1	0	05	06
								13/2	0	06	32
								18	0	05	06
								19/1	0	01	77
								19/2	0	04	81

[सं. अर-31015/1/92-ओ.अर-I (पार्ट-II)]

कुलदीप सिंह, अवर सचिव

New Delhi, the 16th February, 1993

S.O. 473.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S. O. 545, dated 15th February, 1992, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) hereinafter referred to as the said Act, the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipeline for the transport of petroleum;

And whereas the copies of the said Gazette notification were made available to the public on 9th March, 1992;

And whereas the Competent Authority in pursuance of sub-section (1) of section 6 of the said Act has made his report to the Central Government;

And whereas the Central Government after considering the said report is satisfied that the right of user in the lands specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the lands specified in the Schedule appended to this notification are hereby acquired;

And further in exercise of the powers conferred by sub-section (4) of the said section, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government, vest, free from all encumbrances, in the Indian Oil Corporation Limited;

SCHEDULE

Tehsil : Gohana		District : Sonapat		State : Haryana	
Name of Village	Hadbast No.	Mustatecl No./Killa No.	Area		
			Hec-tare	Are	Centiare
1	2	3	4	5	6
Giwana	74	13			
		4/1	..	06	07
		4/2	..	01	7

				1	2	3	4	5		
Bhainswal Kalan Mithan	23	0	02	02			20/1/2	0	02	28
	49						20/2	0	01	01
	2	0	00	51			21	0	10	62
	12	0	00	25			135			
	34						---			
	4	0	01	52			1/1	0	07	84
	7	0	10	88			1/2	0	00	51
	13/2	0	00	25			10	0	02	02
	14	0	11	38			136			
	17	0	04	81			---			
	36						5	0	02	78
	12	0	00	51			6	0	09	36
	18	0	08	35			15	0	11	38
	19	0	06	32			16/1	0	06	32
	22	0	11	63			16/2	0	02	53
	23	0	00	10			24/2	0	00	10
	56						25/1/1	0	07	08
	2	0	10	88			25/1/2	0	01	26
	9/1	0	00	51			140	0	03	04
	9/2	0	11	13			---			
	11	0	01	77			4	0	04	81
	12	0	08	85			5/1/1	0	02	28
	19/1	0	01	52			5/1/2	0	00	25
	21	0	10	88			5/2	0	01	77
59						7	0	10	37	
6	0	00	25			14	0	11	38	
15	0	05	56			17	0	11	38	
16	0	10	62			23	0	01	01	
25	0	11	38			24	0	10	62	
60						153				
1	0	10	88			---				
10	0	11	3			3	0	07	59	
11	0	05	56			8	0	11	38	
86						13	0	04	55	
4/1	0	05	56			21				
4/2	0	05	56			---				
7/1	0	07	08			14/1	0	00	76	
7/2	0	01	77			38				
8	0	02	28			---				
13	0	09	36			6	0	01	52	
18	0	00	51			15	0	07	33	
23	0	07	59			16	0	07	59	
108						17	0	01	52	
3	0	10	88			24	0	09	61	
8	0	06	32			25	0	01	01	
9/1	0	03	29			53				
9/2	0	01	52			---				
12	0	08	35			4	0	09	86	
13	0	00	51			17	0	03	04	
19/1	0	11	38			18	0	03	54	
22	0	11	38			23	0	08	85	
116						24	0	00	51	
1/1	0	00	10			56				
1/2	0	00	51			---				
2/1	0	10	88			3	0	11	38	
2/2	0	00	51			8/1	0	07	84	
9	0	04	05			8/2	0	03	79	
10	0	07	33			13	0	08	60	
11/1	0	05	82			15				
11/2	0	05	31			---				
20/1/1	0	08	09			8	0	00	25	
						13	0	09	86	

Katwal 69

1	2	3	4	5	6	1	2	3	4	5	6
Katwal (Contd.)											
	18		0	07	84			91			
	22		0	01	77			---			
	23		0	07	34			1	0	10	88
	16							10	0	10	37
	---							11/1	0	04	05
	2		0	08	60			96			
	3		0	03	04			---			
	9		0	11	38			5	0	11	38
	12/1		0	06	32			6	0	06	32
	12/2		0	05	31			14	0	06	32
	19/1		0	00	06			15/1	0	03	29
	19/2		0	11	13			15/2	0	01	01
	21		0	03	04			16	0	00	05
	22/1		0	07	08			17	0	11	63
	39							24	0	11	38
	---							117			
	16		0	00	25			---			
	25		0	07	59			4	0	10	88
	40							7	0	10	37
	1		0	10	63			8	0	01	01
	2		0	01	01			13	0	07	59
	10		0	11	38			14	0	03	04
	11		0	11	38			18/1	0	11	38
	20		0	11	13			23	0	11	38
	21		0	04	05			26	0	00	25
	41							122			
	---							3	0	11	38
	1		0	00	05			8/2	0	02	78
	42							8/3	0	05	82
	---							9/1	0	02	78
	5		0	11	13			12/2	0	10	12
	6/1		0	08	09			13	0	01	52
	14		0	00	25			19	0	11	38
								22	0	11	38
Laath								141			
65	62							---			
	3		0	11	38			1	0	00	05
	8		0	11	13			2	0	09	86
	9		0	00	25			9	0	05	82
	12/1		0	00	05			10	0	05	82
	12/2		0	05	82			11	0	03	54
	13		0	05	31			12	0	00	25
	18/2		0	00	25			147			
	19		0	11	38			---			
	22		0	10	88			1/2	0	03	29
	66							148			
	---							---			
	2		0	10	63			5	0	01	01
	9/1		0	00	25			6	0	08	35
	9/2		0	10	88			15	0	11	38
	10		0	00	05			16	0	11	38
	11/2		0	04	81			25	0	11	38
	12		0	06	32			163			
	20		0	10	88			---			
	21		0	11	38			4/2	0	03	79
	90							5/1	0	06	83
	---							6	0	01	01
	6/1		0	00	25			7	0	10	37
	15		0	05	31			14	0	11	38
	16		0	11	38			17	0	11	38
	25		0	09	86			23	0	00	25

1	2	3	4	5	6	1	2	3	4	5	6
Lath (Contd.)		24	0	10	37		74				
		166					2		0	11	13
		3	0	06	07		9		0	11	13
		4	0	05	31		12		0	11	13
		212					19/2		0	11	13
							22		0	08	35
			0	05	31		96				
		220/1	0	34	40		1		0	00	51
Jauli	61	2					2		0	07	84
		20	0	00	76		9		0	05	56
		21	0	09	86		10		0	08	35
		16					11		0	07	08
							21		0	11	12
							105				
		1	0	09	86		1		0	08	86
		10	0	03	54		9		0	02	53
		17					10		0	08	35
		5	0	01	76		11		0	09	86
		6	0	07	59		12		0	01	01
		15/2	0	11	13		20/1		0	07	84
		16	0	04	81		20/2		0	03	29
		25/1	0	10	37		21/1		0	05	06
		19					21/2		0	00	51
							21/3		0	05	56
		5	0	11	38		126				
		6	0	10	88		1		0	11	12
		7	0	00	76		10		0	11	12
		14/2	0	06	32		11		0	10	12
		15	0	05	31		20		0	11	12
		16	0	03	04		21		0	11	12
		17	0	04	05		134				
		24	0	11	38		1		0	10	62
		39					10		0	11	13
		4	0	11	38		11		0	11	13
		7	0	11	38		20		0	11	13
		13	0	02	28		21		0	10	62
		14	0	09	11		152				
		17	0	02	28		1		0	11	13
		18	0	09	11		10		0	10	62
		23	0	11	13		11		0	11	13
		43					20		0	11	13
		3	0	10	12		21		0	07	84
		7	0	06	07		157				
		8	0	07	33		6		0	00	51
		14	0	10	62		15		0	02	02
		15	0	02	02		16		0	03	04
		44					25		0	04	81
		21	0	11	13		158				
		22	0	00	76		1		0	09	86
		66					10		0	08	85
		1	0	01	01		11		0	07	33
		2/1	0	10	62		20		0	05	82
		2/2	0	01	26		21/1		0	01	77
		9/2	0	10	12		21/2		0	02	78
		12	0	11	13		174				
		19	0	11	13		1		0	01	52
		22	0	11	13						

1	2	3	4	5	6	1	2	3	4	5	6
		175						26			
		5	0	14	16			2	0	09	86
		6	0	01	26			3	0	00	76
		7	0	11	38			9	0	11	13
		8	0	00	10			12	0	05	31
		13	0	04	81			13	0	02	28
		14	0	06	32			19	0	11	38
		17	0	00	51			22	0	11	38
		18	0	10	62			31			
		24	0	02	53			1	0	03	79
		1392	0	02	78			9	0	01	01
		1444	0	00	51			10	0	10	62
Nyat	62	40						11	0	11	38
		23	0	07	59			20/1	0	01	01
		42						21/2	0	02	53
		3	0	10	88			21/2	0	08	60
		8	0	11	38			42			
		13	0	11	38			1	0	10	12
		18	0	13	15			10	0	05	82
		18/1	0	00	25			11	0	00	25
		19/2	0	00	25			43			
		22/1	0	00	76			5	0	00	50
		22/2	0	03	54			6	0	05	82
		23	0	01	26			15	0	11	38
		61						16	0	11	38
		2	0	11	38			25	0	11	38
		3	0	00	10			46			
		9	0	11	38			5	0	11	38
		12	0	11	38			6	0	10	12
		19/2	0	09	61			7	0	01	01
		64						14	0	06	83
		1/2	0	05	56			15/1	0	03	29
		2/1	0	03	04			24	0	11	38
		2/2	0	01	52			60			
		9	0	00	10			4	0	11	13
		10	0	10	62			7	0	11	13
		11/1	0	00	76			13	0	00	5
		11/2	0	10	12			14/1	0	03	29
		11/3	0	00	25			14/2	0	07	84
		20	0	12	90			17	0	06	07
Kakana Bhadri		2						24	0	03	54
		24	0	09	36			576/1	0	01	01
		11									
		4	0	11	13	Khanpur Kalan	56	5			
		7	0	11	38			16	0	06	83
		8	0	00	25			17/1	0	00	25
		13	0	04	55			17/2	0	03	54
		14	0	06	58			24	0	09	6
		17	0	01	26			25	0	01	77
		18	0	10	12			17			
		23	0	11	13			4	0	11	38
		15						7	0	11	38
		3	0	04	81			14	0	11	38
		8	0	11	13			17	0	10	37
		13	0	11	13			23	0	02	78
		18	0	11	63			24	0	08	35
		19	0	01	77			26			
		22	0	01	53			3	0	07	33
		23	0	02	78			4/2	0	00	76
								8/1	0	08	60

1	2	3	4	5	6	1	2	3	4	5	6
	8/2		0	01	26			147			
	13		0	10	12			9	0	09	36
	18		0	11	38			12	0	11	13
	23		0	10	62			13	0	11	13
	39							22	0	11	13
	2/2		0	00	76			163			
	3		0	09	62			25/1	0	00	51
	8/2		0	04	05			25/2	0	02	78
	9		0	06	07			164			
	12		0	09	62			1	0	03	79
	13		0	00	10			2	0	08	34
	19		0	11	13			11/1	0	06	32
	22		0	10	37			11/2	0	04	82
	55							20	0	11	38
	2		0	11	38			21	0	08	09
	9/1		0	08	61			171			
	9/2		0	02	02			1/1	0	00	76
	10		0	00	75			1/2	0	00	51
	11/2		0	06	07			172			
	12		0	05	06			5	0	10	12
	19		0	02	02			6	0	11	13
	20		0	09	86			15/1	0	04	30
	21		0	04	30			15/2	0	06	83
	69							16/1	0	07	33
	15		0	00	51			16/2	0	03	79
	16		0	05	56			25	0	11	13
	25/1		0	05	56			184			
	25/2		0	03	29			4/3	0	01	02
	70							5/1	0	06	07
	11		0	08	61			5/2	0	03	79
	20		0	05	56			14	0	06	83
	21/1		0	00	76			17/1	0	04	30
	88							17/2	0	09	11
	5		0	11	13			38			
	6		0	11	13	Shamri Sisan	55	8	0	03	29
	15		0	11	13			13	0	11	13
	16/1		0	07	84			18	0	08	85
	16/2		0	01	26			19	0	02	02
	24		0	04	05			22	0	07	33
	25		0	07	08			23	0	03	79
	100							44			
	4/1		0	06	08			2	0	11	38
	4/2		0	03	79			3	0	00	10
	5		0	01	26			9	0	11	13
	7/2		0	09	62			12	0	11	13
	14		0	10	62			19	0	11	13
	17		0	11	13			21	0	00	10
	24		0	10	62			22	0	10	12
	119							57			
	4		0	04	55			1	0	03	79
	13/2		0	02	53			2	0	07	33
	16		0	11	38			9/1	0	01	52
	23/1		0	11	38			9/2	0	00	51
	135							10/1	0	09	36
	2		0	00	10			11	0	11	13
	3/11		0	04	82			20	0	11	13
	3/2		0	06	83			21/1	0	11	13
	8		0	07	33			66			
	9		0	04	05			6	0	01	26
	12		0	09	36			15	0	01	26
	13		0	01	77			16	0	10	88
	19/1		0	06	07			25/1	0	08	35
	19/2		0	01	77			25/2	0	02	78
	22		0	11	13						

1	3	4	5	6	1	2	3	4	5	6
	67						11	0	00	76
	1	0	11	13			56			
	10	0	10	12			5/1	0	08	09
	11/1	0	05	06			5/2	0	03	54
	20	0	00	25			6	0	10	37
	82						14	0	05	56
	5	0	11	13			15/1	0	06	07
	6	0	11	13			16	0	00	10
	15/1	0	05	56			17	0	11	38
	15/2	0	05	31			24	0	11	38
Shamri Duran	3						62			
53	10	0	09	86			4	0	11	38
	11	0	09	61			7	0	11	13
	20/2	0	03	04			8	0	00	25
	8						13	0	04	55
	5	0	11	38			14/1	0	05	82
	6	0	12	14			17/2	0	01	27
	7	0	00	10			18/1	0	09	86
	14/1	0	01	01			23/2	0	11	38
	15/1	0	08	10			66			
	17/1	0	10	88			3	0	11	38
	24	0	10	12			8	0	04	55
	12									
	4	0	11	38						
	7	0	11	38						
	14	0	11	38						
	17	0	10	88						
	18	0	00	25						
	23									
	3	0	10	63						
	4	0	00	25						
	8	0	11	38						
	13/1/1/1	0	02	53						
	13/1/1/2	0	08	86						
	11/1	0	02	02						
	18/2	0	09	36						
	22	0	00	51						
	23/1	0	08	09						
	23/2	0	03	04						
	28									
	2.	0	07	34						
	3	0	04	05						
	8	0	00	25						
	9	0	10	88						
	12	0	11	38						
	19	0	11	38						
	22	0	10	63						
	39									
	1/2	0	01	77						
	2	0	09	36						
	9	0	03	54						
	10/1	0	07	84						
	11	0	11	38						
	20	0	11	38						
	21	0	11	38						
	45									
	6	0	02	78						
	15	0	06	83						
	16	0	10	88						
	25	0	11	38						
	46									
	1	0	11	38						
	10	0	07	34						

[No. R-31015/1/92-O. R. I. (Part-II)]

KULDIP SINGH, Under Secy.

नई दिल्ली, 16 फरवरी, 1993

का.भा. 474.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का.भा. 546 तारीख 15 फरवरी, 1992 द्वारा पेट्रोलियम के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजनार्थ उक्त अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकारों के अर्जन के अपने आशय की घोषणा की थी;

राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 09 मार्च 1992 को उपलब्ध करा दी गई थी;

उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दे दी है;

केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार का अर्जन किया जाए;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जित करने की घोषणा करती है,

यह और कि केन्द्रीय सरकार उक्त धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमियों के उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाए सभी विलंगमों से मुक्त होकर, इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अधिसूची

तहसील : पानीपत जिला : पानीपत राज्य : हरियाणा

गांव का हवबस्त मुस्ततील नं./ क्षेत्रफल
नाम नं. किला नं.

हेक्टर धार वर्ग मीटर

1	2	3	4	5	6
बवाना लाखू	86	72			
	7		0	01	26
	13		0	11	38
	18		0	11	38
	23/1		0	00	10
	23/2		0	11	38
	75				
	2		0	00	10
	3		0	11	38
	8		0	06	32
	9		0	01	77
	12		0	10	88
	13		0	00	51
	19/1		0	11	38
	19/2		0	00	10
	22		0	11	38
	99				
	2		0	11	38
	9/2		0	10	37
	10/1		0	01	01
	11/2		0	07	34
	12		0	04	05
	20		0	11	38
	21/1/1		0	01	01
	21/1/2		0	06	58
	21/2		0	01	26
	102				
	1		0	11	63

1	2	3	4	5	6
कायथ	91	22			
		2		0	03 29
		9/1		0	03 29
		9/2		0	07 84
		19/2/1		0	10 88
		19/2/2		0	00 25
		20		0	00 51
		21/2		0	05 31
		22/1		0	05 31
		32			
		16		0	00 51
		25/2		0	04 05
		33			
		1		0	11 38
		2		0	00 10
		10		0	11 38
		11		0	11 38
		20		0	11 38
		21/1		0	04 55
		36			
		1/1		0	00 25
		37			
		5/2		0	10 37
		6/1/1/2		0	03 55
		6/2/1		0	08 10
		15		0	11 38
		16		0	10 88
		24		0	02 53
		25		0	08 35
		46			
		4		0	08 35
		5		0	02 53
		7		0	11 38
		14		0	11 38
		17/1		0	10 62
		17/2		0	01 01
		24/1		0	11 38
		48			
		3		0	03 54

I	2	3	4	5	6	I	2	3	4	5	6
	4/1		0	07	34			50			
	4/2		0	01	51			2	0	11	38
	8		0	03	04			9	0	11	38
साहपुर	89 3							12	0	10	62
	23		0	06	07			19	0	11	38
	16							20	0	00	10
	3		0	11	38			21/2	0	04	30
	8		0	11	38			22	0	06	83
	13		0	10	87			51			
	18/1		0	08	09			1	0	10	12
	18/2		0	03	04			2	0	01	26
	19		0	00	25			10/1	0	07	34
	22		0	05	32			10/2	0	94	05
	23/1		0	04	55			11	0	11	38
	23/2		0	01	77			20/1	0	01	26
	20							20 2	0	10	37
	2		0	01	52			21	0	11	38
	3/1		0	01	52			52			
	3/3		0	03	29			25	0	00	25
	6		0	03	29			65			
	7		0	05	06			5	0	05	32
	14		0	01	26			6	0	10	62
	15		0	09	36			15	0	11	13
	16		0	01	78			16	0	08	85
	17		0	08	09			25	0	11	38
	24		0	11	38			66			
	33							1	0	06	32
	4		0	11	38			10	0	01	02
	7		0	11	38			69			
	13/1		0	00	10			5	0	10	62
	13/2		0	01	18			6	0	05	56
	14		0	08	09			7	0	05	06
	17		0	03	54			14	0	10	62
	18		0	07	58			15/1	0	01	02
	23/1		0	01	01			17/1	0	09	61
	23/2		0	19	38			17/2	0	00	25
	36							24	0	10	62
	3		0	11	38			26	0	01	26
	8		0	11	38			79			
	13		0	11	38			4	0	11	13
	18		0	08	09			7/1	0	01	02
	19		0	03	54			7/2	0	10	12
	22		0	09	36			8	0	00	25
	23		0	02	02						

I	2	3	4	5	6	I	2	3	4	5	6
	13		0	05	32			12	0	08	09
	14		0	05	82			19	0	00	51
	17		0	00	51			20	0	10	37
	18/1		0	01	52			21	0	11	38
	18/2		0	09	36			73			
	23		0	11	38			1	0	11	38
	84							10	0	11	38
	3/2		0	11	13			11	0	06	83
	8/1		0	01	77			20	0	00	25
	8/2		0	05	31			99			
	12		0	00	25			5/2	0	05	31
	13		0	11	038			5/3	0	05	06
	18		0	06	32			6/1	0	04	57
	19		0	04	81			6/2	0	06	81
	22/1		0	00	51			15	0	09	11
	22/2		0	10	37			16	0	02	02
	23		0	00	76			17	0	09	11
	87							24/4	0	00	10
	2		0	07	33			24/5	0	01	52
								24/6	0	01	77
								24/7	0	02	02
								24/8	0	04	82
								24/9	0	10	26
								108			
								4	0	10	87
								7	0	11	38
								13	0	02	53
								14	0	07	08
								17	0	01	77
								18	0	09	36
								23	0	11	38
								135			
								3	0	11	38
								8	0	11	38
								13	0	13	15
								14	0	01	52
								16	0	00	25
								17	0	10	12
								18	0	00	25
								24	0	00	76
								25	0	13	41
								144			
								5	0	11	38
								6	0	11	38
								15/1	0	05	56
								15/2	0	05	56
इसराता	67	8									
	66										
	25		0	00	25						
	26										
	4		0	10	87						
	7		0	11	38						
	8/2		0	00	10						
	13		0	04	81						
	14		0	06	83						
	17		0	00	51						
	18		0	10	87						
	23		0	11	38						
	35										
	3		0	07	84						
	8		0	11	38						
	12		0	03	54						
	13		0	08	09						
	18		0	01	02						
	35										
	19		0	10	37						
	22		0	11	38						
	62										
	2		0	10	87						
	9		0	11	38						
	11		0	03	54						

1	2	3	4	5	6	1	2	3	4	5	6
		16	0	10	37			2	0	10	62
		17	0	01	01			9	0	05	82
		24	0	07	58			10	0	05	82
		25	0	04	05			11	0	11	13
		168						12	0	00	25
		4	0	10	88			20	0	11	38
		7	0	11	38			21	0	11	38
		14	0	11	38			50			
		18	0	02	78			1	0	10	37
		23	0	03	29			10	0	06	32
		24	0	01	52			11	0	00	76
कारद	64	7						51			
		6	0	05	82			5	0	00	10
		15	0	11	38			6	0	04	81
		16	0	11	38			15	0	10	62
		25	0	11	38			16	0	11	38
		8						25	0	11	38
		11	0	00	25			70			
		11						5	0	10	88
		4	0	01	52			6	0	07	58
		5/1	0	01	02			7	0	03	54
		5/2	0	05	56			14	0	09	61
		6	0	04	55			15	0	01	52
		7	0	06	83			17/1	0	04	55
		14	0	13	41			17/2	0	04	55
		17	0	07	33			24	0	11	38
		24	0	11	38			73			
		22						4	0	11	13
		3	0	01	02			7	0	05	82
		4	0	09	62			8	0	03	04
		7/2	0	04	55			13	0	09	61
		8	0	06	83			18	0	11	38
		13/1	0	01	78			14	0	00	25
		13/2	0	06	32			23	0	11	38
		18	0	11	38			91			
		23	0	11	38			3	0	11	38
		27						8	0	09	13
		2	0	00	51			9	0	01	77
		3	0	10	62			12/2	0	07	58
		8	0	04	81			13/1	0	03	55
		9	0	06	32			19	0	11	38
		12	0	11	13			22	0	11	38
		13	0	00	25			92			
		22	0	11	38			2	0	11	38
		47						9/1	0	03	04
		1	0	00	25			9/2	0	05	06
								10	0	01	52
								11	0	08	09

1	2	3	4	5	6	1	2	3	4	5	6
		12	0	03	29	कालजा 41(जारी)	17		0	11	38
		20	0	11	38		23		0	01	26
		21	0	11	38		24		0	10	12
		106					44				
		6	0	02	53		3		0	06	83
		15	0	08	09		4		0	03	29
		16	0	11	38		8		0	11	38
		25/1	0	06	07		13		0	06	07
		25/2	0	04	55		18		0	13	66
		107					22		0	02	28
		1	0	12	14		23		0	09	11
		10	0	08	85		59				
		11	0	03	55		2/2		0	01	26
		109					2/3		0	08	85
		5	0	11	38		3/1		0	00	76
		6 2	0	11	38		3/2		0	01	01
		14	0	05	82		8/2		0	01	52
		15	0	05	82		9		0	03	54
		16	0	00	25		12		0	11	13
		17	0	11	38		19		0	11	13
		24	0	10	87		20		0	00	25
		122					21		0	09	11
		3	0	00	51		22		0	04	55
							77				
कालजा	41						1		0	10	62
		16	0	00	51		10		0	10	87
		25/1	0	01	26		11		0	11	38
		25/2	0	00	51		20		0	09	11
		4					21		0	02	28
		20	0	10	87		78				
		21	0	00	25		16		0	02	02
		17					25		0	09	11
		1	0	00	10		89				
		18					6		0	10	37
		5	0	11	38		15		0	11	38
		6	0	11	38		16		0	07	08
		15	0	11	38		17		0	08	54
		16/2	0	11	38		24		0	10	12
		24/2	0	02	78		25		0	01	26
		25	0	08	61		108				
		28					4		0	11	38
		4	0	09	61		14		0	10	12
		5	0	01	78		17		0	10	12
		7/1	0	04	55		18		0	00	51
		7/2	0	06	83		23		0	06	32
		14	0	11	38		24		0	04	81

1	2	3	4	5	6	1	2	3	4	5	6
		116				लोहारी-42(जारी)					
		3	0	11	13	3		0	00		25
		4	0	00	10	9		0	11		38
		8	0	11	38	12		0	11		38
		13	0	10	87	19		0	11		13
		18	0	11	38	20		0	00		51
		22	0	02	03	21		0	05		82
		23/1	0	00	25	22		0	05		82
		23/2	0	08	85						
		135				44					
		1	0	04	05	16		0	00		25
		2	0	05	82	25/2		0	05		82
		9	0	00	25	45					
		10	0	10	62	1		0	11		13
		11	0	11	38	2		0	00		25
		20/1	0	03	04	10		0	11		38
		20/2	0	03	54	11		0	11		38
		21	0	11	38	20		0	11		13
		142				21		0	05		82
		1	0	10	12	49					
		10	0	03	29	1		0	00		10
		143				50					
		5	0	04	05	5/1		0	08		60
		9				5/2		0	01		77
लोहारी	42	17	0	00	76	6		0	11		38
		24	0	07	59	15		0	11		38
		25	0	02	78	16		0	11		13
		10				17		0	00		10
		4	0	11	38	24		0	05		82
		7	0	11	37	25		0	05		82
		14	0	11	38	68					
		17	0	09	61	4		0	11		13
		18	0	00	10	5		0	00		25
		23	0	04	81	7		0	08		60
		24	0	03	29	14		0	10		37
		26				17		0	11		13
		3	0	10	62	18/1		0	00		25
		4	0	00	10	23/3		0	05		31
		8	0	10	88	24		0	05		82
		13	0	11	38	75					
		18	0	10	12	3		0	10		12
		22	0	03	79	4		0	00		51
		23	0	04	30	8		0	11		38
		27				13		0	08		35
		2	0	10	62	18		0	11		13

1	2	3	4	5	6	1	2	3	4	5	6
		19	00	00	10			16/1	0	11	38
		22	0	07	34			25	0	11	13
		23	0	03	80			27			
		26	0	03	04			5/1	0	01	0 1
		94						6/1	0	07	33
		2	0	10	62			6/2	0	03	79
		3	0	00	51			15	0	11	13
		9	0	11	38			16	0	10	62
		12	0	11	37			17	0	01	01
		19	0	11	13			24	0	05	82
		20	0	00	25			25	0	05	82
		21	0	05	82			31			
		22	0	05	82			4	0	10	12
		101						5	0	01	01
		1	0	09	86			7	0	11	13
		2	0	00	10			14	0	11	13
		10/1	0	05	06			17	0	11	13
		10/2	0	06	58			24	0	11	13
		11	0	09	86			43			
पुताभा	23	37						3	0	00	25
		9	0	07	08			4	0	11	13
		12	0	11	38			7	0	07	33
		19	0	08	35			8	0	03	54
		20	0	01	77			13	0	08	85
		21	0	07	34			14	0	02	53
		22	0	04	05			18	0	15	43
		63						19	0	00	76
		1	0	11	38			21/1	0	00	25
		10	0	11	38			21/2	0	00	10
		11	0	11	38			22	0	16	19
		20	0	08	35			23	0	01	77
		21	0	02	78			48			
		64						1	0	15	18
		25	0	05	31			2	0	00	76
		66						10	0	01	01
		5	0	11	38			49			
		6	0	12	14			5	0	00	76
		15	0	04	55			6	0	12	39
		16	0	10	12			15	0	11	38
उंटला	44	12						16	0	09	11
		21	0	11	13			17	0	02	53
		13						24/1	0	03	79
		1	0	11	13			24/2	0	05	31
		10	0	08	35			25	0	02	28
		11	0	03	04			62			
		14						4/2	0	10	88
		6	0	03	04						
		15	0	08	35						

1	2	3	4	5	6	1	2	3	4	5	6	
		7	0	11	13			8		0	07	59
		14	0	11	13			9		0	03	54
		17	0	11	13			12		0	09	36
		18	0	00	10			13/1		0	01	77
		23	0	03	54			19/1		0	01	52
		24	0	07	33			19/2		0	03	79
		<u>66</u>						22		0	11	13
		3	0	09	36			<u>34</u>				
		4	0	02	02			2		0	11	38
		8	0	11	38			9		0	11	38
		13	0	11	38			11		0	04	05
		18	0	11	13			12		0	07	59
		19	0	00	10			19		0	00	76
		22	0	05	31			21		0	11	38
		23	0	06	32			<u>39</u>				
		<u>76</u>						1		0	10	88
		2	0	11	13			10		0	02	28
		3	0	00	10			11		0	11	13
		9	0	03	79			20		0	11	63
भासन खुरे	22	<u>5</u>				भासन कला	21	<u>40</u>				
		6	0	08	85			25		0	00	51
		15	0	11	38			<u>59</u>				
		16	0	10	88			4		0	11	13
		25/1	0	01	52			7		0	11	38
		25/2	0	09	86			14		0	11	38
		<u>10</u>						17		0	09	86
		4/2	0	01	52			18/1		0	01	52
		5/1	0	06	58			23		0	08	85
		5/2	0	03	04			24		0	02	53
		6	0	03	29			<u>61</u>				
		7	0	07	84			3		0	11	38
		14	0	10	62			8		0	11	38
		<u>17</u>						13/1		0	02	79
		3	0	00	51			13/2		0	04	5
		4	0	10	62			18		0	11	38
		7	0	05	82			19		0	00	25
		8	0	05	82			22		0	05	31
		13	0	04	55			23		0	06	33
		14	0	04	81			<u>82</u>				
		18	0	11	13			2		0	10	88
		23	0	11	13			3		0	00	51
		<u>24</u>						9		0	11	38
		3	0	05	06			12		0	11	38
								19		0	11	38
								21		0	02	02
								22		0	08	85

1	2	3	4	5	6	1	2	3	4	5	6
		85						13/1	0	07	59
		<u>1</u>	0	07	84			13/2	0	01	28
		2	0	03	54			18	0	09	36
		10/1	0	05	06			19 1	0	02	28
		10/2	0	01	01			22 2	0	09	36
		11	0	11	38			23	0	02	28
		21	0	07	84			<u>96</u>			
		<u>106</u>						2	0	10	88
		10	0	01	01			9	0	11	63
		<u>107</u>						12	0	11	63
		5	0	07	84			19	0	11	63
खन्डरा	10	36						20	0	00	25
		21	0	08	09			21	0	05	82
		<u>37</u>						22	0	05	82
		1	0	11	38			<u>116</u>			
		10	0	11	38			25	0	00	78
		11	0	09	36			<u>117</u>			
		20	0	02	28			1	0	11	64
		<u>38</u>						2	0	00	10
		15	0	02	28			10	0	11	64
		16	0	09	36			11	0	11	64
		25/1	0	00	10			20	0	11	64
		25/2	0	11	38			21	0	09	36
		<u>58</u>						<u>124</u>			
		5	0	11	38			1	0	02	53
		6	0	11	38			<u>125</u>			
		14	0	00	25			5	0	07	84
		15	0	11	14			6	0	10	88
		16	0	06	32			15	0	11	38
		17	0	05	31			16	0	11	38
		24	0	10	62			24	0	00	10
		60						25	0	11	38
		4	0	00	51			<u>141</u>			
		<u>67</u>						4	0	05	31
बाल जातन	11	7	0	00	51			5	0	06	32
		14	0	09	11			6	0	00	76
		17	0	05	82			7	0	10	88
		18	0	05	82			14	0	11	38
		23	0	11	38			17	0	11	38
		24	0	00	10			24	0	11	38
		<u>90</u>						<u>149</u>			
		3	0	11	38			3/2	0	01	26
		8	0	11	38			4	0	10	37
								7	0	04	05
								8	0	07	32
								13	0	11	38

1	2	3	4	5	6	1	2	3	4	5	6
		14	0	00	10			16	0	02	53
		18	0	11	38			17	0	12	39
		23	0	11	38			25	0	11	63
		<u>160</u>						<u>18</u>			
		3	0	10	88			21	0	03	54
		8	0	05	31			<u>24</u>			
		9	0	04	81			11	0	11	38
		12	0	10	37			2	0	05	82
		13	0	01	26			8	0	05	83
		19	0	11	38			9	0	10	87
		22	0	11	38			13	0	08	85
		<u>163</u>						<u>43</u>			
		2	0	11	38			21	0	11	38
		9	0	10	88			<u>47</u>			
		10	0	00	76			3	0	05	06
		11	0	0 6	83			7	0	02	28
		19	0	00	25			8	0	02	78
		20	0	11	38			<u>121</u>			
		21	0	05	06			17	0	10	12
बोहली	12	<u>5</u>						23	0	03	79
		21	0	03	03			24	0	09	36
		<u>6</u>						<u>140</u>			
		1	0	11	13			4	0	00	51
		8	0	01	26			19/1	0	05	06
		10	0	00	76			19/2	0	01	01
		12	0	00	76			21	0	00	76
		13/1	0	12	65			22	0	10	88
		13/2	0	00	25			<u>145</u>			
		13/3	0	02	78			15	0	03	29
		14	0	00	25			16	0	11	38
		16/1	0	01	01			25	0	11	38
		16/2	0	02	28			<u>146</u>			
		17	0	12	90	64		10	0	13	41
		18/1	0	00	10			11	0	08	60
		241	0	00	25			20	0	00	25
		25/1	0	04	81			<u>160</u>			
		25/2	0	09	11			5	0	11	38
		<u>17</u>						6	0	11	38
		1	0	12	39			14	0	02	53
		2	0	04	05			15	0	08	85
		8	0	04	05			16	0	01	77
		9	0	12	90			17	0	09	86
		10/1	0	00	10			24	0	11	38
		13	0	12	65						
		14	0	02	02						

1	2	3	4	5	6
	162				
	4		0	11	38
	7		0	08	60
रजापुर	13	4			
	21		0	04	55
	22		0	02	02
	23		0	00	25
	5				
	21		0	12	39
	22/2		0	09	62
	23/1		0	02	53
	23/2		0	01	01
	23/3		0	03	04
	25		0	07	59
	6				
	21		0	12	39
	22		0	12	39
	23		0	11	38
	24		0	12	39
	25		0	12	39
	7				
	21/2		0	12	39
	22		0	12	39
	23		0	12	39
	24		0	12	39
	25/1		0	01	77
	25/2		0	08	09
	8				
	16/2		0	00	25
	16/3		0	03	54
	25		0	04	81
	12				
	4/2		0	01	26
	5/1		0	04	55
	13				
	1/1		0	01	26
	1/2		0	02	78
	2		0	09	61
	3		0	12	40
	4		0	12	40
	14				
	1		0	12	39
	2		0	12	39

1	2	3	4	5	6
		3	0	07	59
		91	0	02	02

[संख्या-आर-31015/1/92-ओ.आर.-1
(पार्ट-II)]

कुलदीप सिंह, अवर सचिव

New Delhi, the 16th February, 1993

S.O. 474.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. 546, dated the 15th February, 1992, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipeline for the transport of petroleum;

And whereas the copies of the said Gazette notification were made available to the public on 9th March, 1992;

And whereas the Competent Authority in pursuance of sub-section (1) of section 6 of the said Act has made his report to the Central Government;

And whereas the Central Government after considering the said report is satisfied that the right of user in the lands specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the lands specified in the Schedule appended to this notification are hereby acquired;

And further in exercise of the powers conferred by sub-section (4) of the said section, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government, vest, free from all encumbrances, in the Indian Oil Corporation Limited.

SCHEDULE

Tehsil : Panipat	District : Panipat	State : Haryana				
Name of Village	Hadbast No.	Mustateel Killa No.	Area			
			Hect.	Acre	Centiare	
1	2	3	4	5	6	7
Bowana Lakhu	86	72				
		7		0	01	26
		13		0	11	38
		18		0	11	38
		23/1		0	00	10
		23/2		0	11	38
		75				
		2		0	00	10
		3		0	11	38
		8		0	06	32
		9		0	01	77
		12		0	10	88
		13		0	0	51
		19/1		0	11	38

1	2	3	4	5	6	1	2	3	4	5
		19/2	0	00	10			8	0	11 38
		22	0	11	38			13	0	10 87
		29						18/1	0	08 09
		2	0	11	38			18/2	0	03 04
		9/2	0	10	37			19	0	00 25
		10/1	0	01	01			22	0	05 32
		11/2	0	07	34			23/1	0	04 55
		12	0	04	05			23/2	0	01 77
		20	0	11	38			20		
		21/1/1	0	01	01			2	0	01 52
		21/1/2	0	06	58			3/1	0	01 52
		21/2	0	01	26			3/3	0	03 29
		102						6	0	03 29
		1	0	11	63			7	0	05 06
Kayath	91	22						14	0	01 26
		2	0	03	29			15	0	09 36
		9/1	0	03	29			16	0	01 78
		9/2	0	07	84			17	0	08 09
		19/2/1	0	10	88			24	0	11 38
		19/2/2	0	00	25			33		
		20	0	00	51			4	0	11 38
		21/2	0	05	31			7	0	11 38
		22/1	0	05	31			13/1	0	10 10
		32						13/2	0	01 78
		16	0	00	51			14	0	08 09
		25/2	0	04	05			17	0	03 54
		33						18	0	07 58
		1	0	11	38			23/1	0	01 01
		2	0	00	10			23/2	0	10 38
		10	0	11	38			36		
		11	0	11	38			3	0	11 38
		20	0	11	38			8	0	11 38
		21/1	0	04	5 ₀₀			13	0	11 38
		36						18	0	03 09
		1/1	0	00	25			19	0	03 54
		37						22	0	09 36
		5/2	0	10	37			23	0	02 02
		6/1/1/2	0	03	55			50		
		6/2/1	0	08	10			2	0	11 38
		15	0	11	38			9	0	11 38
		16	0	10	88			12	0	10 62
		24	0	02	53			19	0	11 38
		25	0	08	35			20	0	00 10
		46						21/2	0	04 30
		4	0	08	35			22	0	06 83
		5	0	02	53			51		
		7	0	11	38			1	0	10 12
		14		11	38			2	0	01 26
		17/1	0	10	62			10/1	0	07 34
		17/2	0	01	01			10/2	0	04 05
		24/1	0	11	38			11	0	11 38
		48						20	0	01 26
		3	0	03	54			20/2	0	10 37
		4/1	0	07	34			21	0	11 38
		4/2	0	01	01			52		
		8	0	03	04			25	0	00 25
Shahpur	89	3						65		
		23	0	06	07			5	0	05 32
		16						6	0	10 62
		3	0	11	38			15	0	11 13
								16	0	08 85
								25	0	11 38

1	2	3	4	5	6	1	2	3	4	5	6
		66						11	0	03	54
		1	0	06	32			12	0	08	09
		10	0	01	02			19	0	00	52
		69						20	0	10	37
		5	0	10	62			21	0	11	38
		6	0	05	56			73			
		7	0	05	06			1	0	11	83
		14	0	10	62			10	0	11	38
		15/1	0	01	02			11	0	06	83
		17/1	0	09	61			20	0	00	25
		17/2	0	00	25			99			
		24	0	10	62			5/2	0	00	31
		26	0	01	26			5/3	0	05	06
		79						6/1	0	05	57
		4	0	11	13			6/2	0	04	81
		7/1	0	01	02			15	0	09	11
		7/2	0	10	02			16	0	02	02
		8	0	00	25			17	0	09	11
		13	0	05	32			24/4	0	00	10
		14	0	05	82			24/5	0	01	52
		17	0	00	51			24/6	0	01	77
		18/1	0	01	52			24/7	0	02	02
		18/2	0	09	36			24/8	0	04	82
		23	0	11	38			24/9	0	01	26
		84						108			
		3/2	0	11	13			4	0	10	87
		8/1	0	01	77			7	0	11	38
		8/2	0	05	31			13	0	02	53
		12	0	00	25			14	0	07	08
		13	0	11	38			17	0	01	77
		18	0	06	32			18	0	09	36
		19	0	04	81			23	0	11	38
		22/1	0	00	51			135			
		22/2	0	10	37			3	0	11	38
		23	0	00	76			8	0	11	38
		87						13	0	13	15
		2	0	07	33			14	0	01	52
		8						16	0	00	25
		25	0	00	25			17	0	10	12
		26						18	0	00	25
		4	0	10	87			24	0	00	76
		7	0	11	38			25	0	13	41
		8/2	0	00	10			144			
		13	0	04	81			5	0	11	38
		14	0	06	83			6	0	11	38
		17	0	00	51			15/1	0	05	56
		18	0	10	87			15/2	0	05	56
		23	0	11	38			16	0	10	37
		35						17	0	01	01
		3	0	07	84			24	0	07	58
		8	0	11	38			25	0	04	05
		12	0	03	54			168			
		13	0	08	09			4	0	10	88
		18	0	01	02			7	0	11	38
		35						14	0	11	38
		19	0	10	37			18	0	02	78
		22	0	11	38			23	0	03	29
		62						24	0	01	52
		2	0	10	87						
		9	0	11	38						

Israna

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1	2	3	4	5	6	1	2	3	4	5	6
Karad	64	7						5	0	10	88
		5	0	05	82			6	0	07	58
		15	0	11	38			7	0	03	54
		16	0	11	38			14	0	09	61
		25	0	11	38			15	0	01	52
		8						17/1	0	04	55
		11	0	00	25			17/2	0	04	55
		11						24	0	11	38
		4	0	01	52			73			
		5/1	0	01	02			4	0	11	13
		5/2	0	05	56			7	0	05	82
		6	0	04	55			8	0	03	04
		7	0	06	83			13	0	09	61
		14	0	13	41			18	0	11	38
		17	0	07	33			14	0	00	25
		24	0	11	38			23	0	11	38
		22						91			
		3	0	01	02			3	0	11	38
		4	0	09	62			8	0	09	13
		7/2	0	04	55			9	0	01	77
		8	0	06	83			12/2	0	07	58
		13/1	0	01	78			13/1	0	03	55
		13/2	0	06	32			19	0	11	38
		18	0	11	38			22	0	11	33
		23	0	11	38			92			
		27						2	0	11	38
		2	0	00	51			9/1	0	03	04
		3	0	10	62			9/2	0	05	06
		8	0	04	81			10	0	01	52
		9	0	06	32			11	0	08	09
		12	0	11	13			12	0	03	29
		13	0	00	25			20	0	11	38
		22	0	11	38			21	0	1	38
		47						106			
		1	0	00	25			6	0	02	53
		2	0	10	62			15	0	08	09
		9	0	05	82			16	0	11	38
		10	0	05	82			25/1	0	06	07
		11	0	11	13			25/2	0	04	55
		12	0	00	25			107			
		20	0	11	38			1	0	12	14
		21	0	11	38			10	0	08	85
		50						11	0	03	55
		1	0	10	37			109			
		10	0	06	32			5	0	11	38
		11	0	00	76			6/2	0	11	38
		51						14	0	05	82
		5	0	00	10			15	0	05	82
		6	0	04	81			16	0	00	25
		15	0	10	62			17	0	11	38
		16	0	11	38			24	0	10	87
		25	0	11	38			122			
		70						3	0	00	51
						Kalkha	41	3			
								16	0	00	51

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	25/1		0	01	26			6	0	10	37
	25/2		0	00	51			15	0	11	38
	4							16	0	07	08
								17	0	03	54
	20		0	10	87			24	0	10	12
	21		0	00	25			25	0	01	26
	17							108			
	1		0	00	10			4	0	11	38
	18							14	0	10	12
								17	0	10	12
	5		0	11	38			18	0	00	51
	6		0	11	38			23	0	06	32
	15		0	11	38			24	0	04	81
	16/2		0	11	38			116			
	24/2		0	02	78			3	0	11	13
	25		0	08	61			4	0	00	10
	28							8	0	11	38
	4		0	09	61			13	0	10	87
	5		0	01	78			18	0	11	38
	7/1		0	04	55			22	0	02	03
	7/2		0	06	83			23/1	0	00	25
	14		0	11	38			23/2	0	08	85
	17		0	11	38			135			
	23		0	01	26			1	0	04	05
	24		0	10	12			2	0	05	82
	44							9	0	00	25
	3		0	06	83			10	0	10	62
	4		0	03	29			11	0	11	38
	8		0	11	38			20/1	0	03	04
	13		0	06	07			29/2	0	03	54
	18		0	13	66			21	0	11	38
	22		0	02	28			142			
	23		0	09	11			1	0	10	12
	59							10	0	03	29
	2/2		0	01	26			143			
	2/3		0	08	85			5	0	04	05
	3/1		0	00	76						
	3/2		0	01	01	Lohari	42	9			
	8/2		0	01	52			17	0	00	76
	9		0	03	54			24	0	07	59
	12		0	11	13			25	0	02	78
	19		0	11	13			10			
	20		0	00	25			4	0	11	38
	21		0	09	11			7	0	11	37
	22		0	04	55			14	0	11	38
	77							17	0	09	61
	1		0	10	62			18	0	00	10
	10		0	10	87			23	0	04	81
	11		0	11	38			24	0	03	29
	20		0	09	11			26			
	21		0	02	28			3	0	10	62
	78							4	0	00	10
	16		0	02	02			8	0	10	88
	25		0	09	11			13	0	11	38
	89							18	0	10	12

1.	2	3	4.	5.	6.	1.	2.	3.	4	5.	6.
	22		0	03	79			9	0	11	38
	23		0	04	30			12	0	11	37
	27							19	0	11	13
								20	0	0	25
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	3		0	00	25			22	0	05	82
	9		0	11	38			101			
	12		0	11	38						
	19		0	11	13			1	0	09	86
	20		0	00	51			2	0	00	10
	21		0	05	82			10/1	0	05	06
	22		0	05	82			10/2	0	06	58
	44							11	0	09	96
	16		0	00	25	Sutana	23	37			
	25/2		0	05	82			9	0	07	08
	45							12	0	11	38
	1		0	11	13			19	0	08	35
	2		0	00	25			20	0	01	77
	10		0	11	38			21	0	07	34
	11		0	11	38			22	0	04	05
	20		0	11	13			63			
	21		0	05	82			1	0	11	38
	49							10	0	11	38
	1		0	00	10			11	0	11	38
	50							20	0	08	35
	5/1		0	08	60			21	0	02	78
	5/2		0	01	77			64			
	6		0	11	38			25	0	05	31
	15		0	11	38			66			
	16		0	11	13			5	0	11	38
	17		0	00	10			6	0	12	14
	24		0	05	82			15	0	04	55
	25		0	05	82			16	0	10	12
	68										
	4		0	11	13	Untla	44	12			
	5		0	00	25			21	0	11	13
	7		0	08	60			13			
	14		0	10	37			1	0	11	13
	17		0	11	13			10	0	08	35
	18/1		0	00	25			11	0	03	04
	23/3		0	05	31			14			
	24		0	05	82			6	0	03	04
	75							15	0	08	35
	3		0	10	12			16/1	0	11	38
	4		0	00	51			25	0	11	13
	8		0	11	38			27			
	13		0	08	35			5/1	0	01	01
	18		0	11	13			6/1	0	07	33
	19		0	00	10			6/2	0	03	79
	22		0	07	34			15	0	11	13
	23		0	03	80			16	0	10	62
	26		0	03	04			17	0	01	01
	94										
	2		0	10	62						
	3		0	00	51						

1	2	3	4	5	6	1	2	3	4	5	6
	24		0	05	82			3		00	10
	25		0	05	82			9		03	79
	31					Asan Khurd	22	5			
	4		0	10	12			6		08	85
	5		0	01	01			15		11	38
	7		0	11	13			16		10	88
	14		0	11	13			25/1		01	52
	17		0	11	13			25/2		09	86
	24		0	11	13			10			
	43							4/2		01	52
	3		0	00	25			5/1		06	58
	4		0	11	13			5/2		03	04
	7		0	07	33			6		03	29
	8		0	03	54			7		07	84
	13		0	08	85			14		10	62
	14		0	02	53			17			
	18		0	15	43			3		00	51
	19		0	00	76			4		10	62
	21/1		0	00	25			7		05	82
	21/2		0	00	10			8		05	82
	22		0	16	19			13		04	55
	23		0	01	77			14		04	81
	48							18		11	13
	1		0	15	18			23		11	13
	2		0	00	76			24			
	10		0	01	01			3		05	06
	49							8		07	59
	5		0	00	76			9		03	54
	6		0	12	39			12		09	36
	15		0	11	38			13/1		01	77
	16		0	09	11			19/1		01	52
	17		0	02	53			19/2		03	79
	24/1		0	03	79			22		11	13
	24/2		0	05	31			34			
	25		0	02	28			2		11	38
	62							9		11	38
	4/2		0	10	88			11		04	05
	7		0	11	13			12		07	59
	14		0	11	13			19		00	76
	17		0	11	13			21		11	38
	18		0	00	10			39			
	23		0	03	54			1		10	88
	24		0	07	33			10		02	28
	66							11		11	13
	3		0	09	36	Asan Kalan	21	20		11	63
	4		0	02	02			40			
	8		0	11	38			25		00	51
	13		0	11	38			59			
	18		0	11	13			4		11	13
	19		0	00	10			7		11	38
	22		0	05	31			14		11	38
	23		0	06	32			17		09	86
	76							18/1		01	52
	2		0	11	13			23		08	85

1	2	3	4	5	6	1	2	3	4	5	6
		24	0	02	53	Bal Jatan	11	67			
		61						7	0	00	51
		3	0	11	38			14	0	09	11
		8	0	11	38			17	0	05	82
		13/1	0	02	78			18	0	05	82
		13/2	0	04	55			23	0	11	38
		18	0	11	38			24	0	00	10
		19	0	00	25			90			
		22	0	05	31						
		23	0	06	33			3	0	11	38
		82						8	0	11	38
		2	0	10	88			13/1	0	07	59
		3	0	00	51			13/2	0	01	26
		9	0	11	38			18	0	09	36
		12	0	11	38			19/1	0	02	28
		19	0	11	38			22/2	0	09	36
		21	0	02	02			23	0	02	28
		22	0	08	85			96			
		85						2	0	10	88
		1	0	07	84			9	0	11	63
		2	0	03	54			12	0	11	63
		10/1	0	05	06			19	0	11	63
		10/2	0	01	01			20	0	00	25
		11	0	11	38			21	0	05	82
		21	0	07	84			22	0	05	82
		106						116			
		10	0	01	01			25	0	0	76
		107						117			
		5	0	07	84			1	0	11	64
		36						2	0	00	10
		21	0	08	09			10	0	11	64
		37						11	0	11	64
		1	0	11	38			20	0	11	65
		10	0	11	38			21	0	09	36
		11	0	09	36			124			
		20	0	02	28			1	0	02	53
		38						125			
		15	0	02	28			5	0	07	84
		16	0	09	36			6	0	10	88
		25/1	0	00	10			15	0	11	38
		25/2	0	11	38			16	0	11	38
		58						24	0	00	10
		5	0	11	38			25	0	11	38
		6	0	11	38			141			
		14	0	00	25			4	0	05	31
		15	0	11	14			5	0	06	32
		16	0	06	32			6	0	00	76
		17	0	05	31			7	0	10	88
		24	0	10	62			14	0	11	38
		60						17	0	11	38
		4	0	00	51			24	0	11	38
								149			
								3/2	0	01	26
								4	0	10	37
								7	0	04	05
								8	0	07	32

1	2	3	4	5	6
	21	0	12	39	
	22	0	12	39	
	23	0	11	38	
	24	0	12	39	
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	7				
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	22	0	12	39	
	23	0	12	39	
	24	0	12	39	
	25/1	0	01	77	
	25/2	0	08	09	
	8				
	16/	0	00	25	
	16/	0	03	54	
	25	0	04	81	
	12				
	4/2	0	01	26	
	5/1	0	04	55	
	13				
	1/1	0	01	26	
	1/2	0	02	78	
	2	0	09	61	
	3	0	12	40	
	4	0	12	40	
	14				
	1	0	12	39	
	2	0	12	39	
	3	0	07	59	
	91	0	02	02	

[No. R-31015/1/92-O.R-I (Part-ID)
KULDIP SINGH, Under Secy.

नई दिल्ली, 16 फरवरी, 1993

का.भा. 475:-केन्द्रीय सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का.भा. 624 तारीख 22 फरवरी, 1992, द्वारा पेट्रोलियम के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजनार्थ उक्त अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकारों के अर्जन के अपने आशय की घोषणा की थी;

राजपत्र अधिसूचना की प्रतियां जनता को तारीख 17 मार्च 1992 की उपलब्ध करा दी गई थी;

उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दे दी है;

केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार का अर्जन किया जाए;

अतः कन्नाय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जित करने की घोषणा करती है;

यह और कि केन्द्रीय सरकार उक्त धारा की उपधारा (4) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमियों के उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाए सभी विस्लगमों से मुक्त होकर, इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तहसील : मज्जर जिला : रोहतक राज्य : हरियाणा					
गांव का नाम	हवबस्त न.	मुस्ततील नं. किला	क्षेत्रफल		
			नं.	हैक्टर	घरार वर्ग मीटर
1	2	3	4	5	6
कोका	247	29/7		05	57
		13		09	36
		14/1		01	01
		18		11	38
		22/1		00	25
		31			
	2			06	83
	3			04	30
	9			11	38
	12			11	38
	19			11	38
	22			11	38
	43				
	1			03	54
	2			07	84
	9			01	52
	10			09	86
	11			11	38
	20			11	39
	21			11	38
	45				

1	2	3	4	5	6	1	2	3	4	5	6
कोका (समाप्त)						अहरी (समाप्त)					
	5/2			00	07		70				
	6			04	05		2/1			01	77
	15			10	37		2/2			09	86
	16			11	39		9/1			00	51
	25			11	36		9/2			03	29
	46						9/3			04	25
	1/1/1			10	62		8/4			00	03
	1/1/2			00	76		9/5			02	02
	10			07	34		10/1			00	25
	11			01	01		12/2			01	52
	56						11			10	88
	5			08	85		12/1			01	01
							10/2			00	05
							20/1			01	52
							20/2			10	11
							21			11	13
							72				
							1/1			02	78
							1/2			00	51
							73				
							5/1			01	01
							5/2			07	33
							6/1			01	77
							6/2			09	87
							15/1			01	77
							15/2			09	87
							16/2			01	01
							17			05	31
							24/1			07	34
							24/2			04	30
							25			00	05
							84				
							4/1			02	02
							4/2			09	61
							8			05	82
अहरी	246	24				प्रसदपुर बोडा	241	5			
		10/2		04	05			22		05	06
		20/2/3		03	03			9/2		11	38
		20/3		04	55			9/2		10	12
		21/1/3		00	25			12		11	38
		25						19		10	37
		16		04	05			20		01	01
		25/1		00	06			21		06	83
		25/3		03	80			22		04	55
		42						20			
		5/1/1		01	01			1/1		06	58
		5/2/1		07	33			1/2		04	30
		6/1		07	08						
		6/2		02	28						
		7/1		01	52						
		14		10	37						
		17		11	63						
		24/1		07	33						
		24/2		04	05						
		55									
		3		03	54						
		8		10	37						
		13/1		02	78						
		13/2		08	86						
		18		04	55						
		19/1		00	25						
		19/2		03	29						
		19/3		01	26						
		19/4		00	51						
		22/1		07	34						
		22/2		04	30						
		23/1 1		00	05						

1	2	3	4	5	6	1	2	3	4	5	6
असकपुर खेड़ा (समाप्त)						माछरोली (जारी)					
10				11	13	34					
11/1				02	28	4				11	38
11/2				05	31	7/2				10	62
29						14				11	38
1				08	85	17/1				05	82
10				11	13	17/2				01	27
11				11	12	18/1				00	76
20				11	13	23				10	62
21				11	13	24				00	08
41						47					
6				01	52	3				11	38
15				10	37	8				11	39
16				11	63	12/2				00	51
24				00	25	13				11	38
25				11	63	18				03	54
42						19				08	09
1				11	63	22				11	13
10				10	37	64					
11				01	52	2/1				04	30
52						2/2				04	55
4/1				04	81	9				11	38
5/1				04	05	12				11	38
5/2				00	13	20				00	25
7				11	63	21				04	55
14				11	63	22				06	58
17				07	34	76					
18				04	30	25				00	76
23/2				02	28	77					
24/1				00	25	1				10	62
60						2				00	76
3				11	64	10				11	38
8				10	37	11				08	60
9				01	26	20/1				03	29
12				10	12	20/2				08	10
33				01	52	21				10	62
19/1				05	82	93					
21				00	25	1				04	55
22				11	64	10				00	05
67						94					
1				07	58	5				06	58
2				04	30	6/1				06	58
10				07	34	6/2				02	53
माछरोली	240	24				15/2				11	38
		23		00	51	16				11	38
						25				11	39

1	2	3	4	5	6	1	2	3	4	5	6
		<u>103</u>						<u>25</u>			
		4		01	01			15		02	02
		5		10	37			16/1		02	02
		6		04	05			16/2		06	58
		7		07	08			25/2		00	25
		14		11	38						
		15		00	09	दादरपुर	238	<u>2</u>			
		17		08	60			17		12	39
		24		12	39			23		04	05
		<u>116</u>						04		07	08
		4		11	38			<u>7</u>			
		7		09	86			3		00	12
		8 1		01	27			4		01	27
		13		07	08			8		11	38
		14		04	05			13		11	38
		17		00	09			18		11	38
		23		11	38			22		01	77
		<u>124</u>						23		09	61
		3		11	38			<u>12</u>			
		8		11	38			2		07	58
		12		02	02			3		03	54
		13		09	11			9/1		11	38
		18		03	04			12/1		00	08
		19		08	09			12/2		11	38
								19		11	38
								21		00	08
								22		11	38
दादरपुर	239	<u>3</u>						<u>23</u>			
		23		00	25			1		04	81
		<u>10</u>						2		07	08
		2		07	58			9/1		01	52
		3/1		03	54			9/2		00	51
		8/2		00	09			10		08	60
		9/1/2		00	51			11		11	13
		9/1/1		07	84			20		11	38
		12		10	88			21		11	38
		19		11	12			<u>29</u>			
		22		10	12			5		00	25
		<u>19</u>						6		04	55
		2		11	13			15		10	12
		9		09	11			16		11	38
		11		07	08			25/2		11	38
		12		04	05			<u>30</u>			
		19		00	09			1		11	13
		20		11	13			10		06	58
		21		11	38			11		01	26

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	44							9			
	5			11	64			—			
	6			08	35			3		11	38
	7			00	76			8		11	38
	14/1			00	25			13		11	38
	14/3			05	82			18		06	58
	15/3			05	56			19/1		03	79
	16/1			00	25			22/1		01	01
	17/1			05	06			22/2		09	10
	17/3			02	28			23		01	52
	24/2			11	13			18			
	50							—			
	4			11	5			2		11	38
	7			11	38			9		10	62
	13/2			01	27			12		11	38
	14			10	12			19/2		09	11
	17			04	30			20		02	28
	18/1			06	07			21		08	09
	23			11	13			22/1		03	04
	24			00	08			20			
	65							—			
	3			11	13			16		06	58
	8			11	13			25		12	39
	13			10	62			21			
	18/1			11	13			—			
	22/2			02	03			1		10	62
	21			08	09			10		11	38
	68							11		11	38
	3			00	12			20/2		06	07
	—							30			
रायपुर 236	1							5		10	62
	24			02	53			6		11	13
	6							15		11	38
	—							16		10	37
	4			11	38			17		01	01
	7			11	38			24		07	08
	13			00	08			25		04	05
	14			10	87			32			
	17			07	08			—			
	18			04	05			4		11	38
	23			10	12			5		00	25
	24/1			00	51			7		11	38
								14		10	12

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मिजाडोद	260	5						25		00	50
		—						27		01	52
		14		09	11	सिलानी	263	26			
		15/1		01	01	पाना केशो		—			
		24		10	87			23		00	25
		14						24		06	32
		—						57			
		4		11	38			—			
		7		10	12			3		05	06
		8		01	27			4/1		04	05
		13		07	58			4/2		02	28
		14		03	54			7/1		00	25
		17		00	25			8/1		01	52
		18		09	36			13/1		10	37
		23		10	12			18		11	38
								23		11	38
		21						63			
		—						—			
		3		11	38			2		02	28
		8		11	14			3		08	09
		9		00	25			8		02	28
		12		05	06			9		09	11
		13		06	07			12		11	38
		39						19		11	38
		—						22		11	38
		1/1		01	77			89			
		1/2		09	61			—			
		10		11	38			1/2		00	76
		11		10	12			20		10	62
		20		03	54			21		11	38
		40						95			
		—						—			
		15		01	27			5		00	25
		16		07	58			6		02	78
		25		10	88			25		04	05
		49						96			
		—						—			
		5/1 1 1		06	58			10		07	34
		5/1 1 2		01	52			102			
		5 2		00	51			—			
		6		11	38			5/1		00	76
		15		10	87			5/2		10	62
		16		06	07			6		07	34
		17		04	81			7/1		05	06
		24		07	84			15		00	76

1	2	3	4	5	6	1	2	3	4	5	6
		114		31	61			41			5
		117		22	77						
सिलानी	262	3						3		11	38
पाना		—						8/1		10	37
जालम		6		12	39			8/2		00	76
		7		01	52			13/1		07	08
		14		08	09			13 2		00	51
		15		03	04			18		09	86
		17		11	38			19		01	26
		24		11	38			22		07	59
		9						23		02	78
		4		10	12			57			
		7		09	86						
		8		00	51			2/2		11	38
		13		06	58			9		11	38
		14		04	55			12		11	38
		17		00	08			19		11	13
		18		11	38			20		00	25
		23/1		01	77			21		04	81
		23/2		09	61			22		05	82
		17						67			
		17		02	28			25/2		01	77
		24		10	87			68			
		25/1		00	76						
		18						1		09	86
		3		11	38			2		00	26
		8		11	38			10		11	38
		9		00	12			11		11	38
		11		01	01			28		11	38
		12		12	65			21		08	10
		13		06	32			83			
		19		01	52						
		20/1		03	54			1		01	01
		20/2		04	30			84			
		31									
		4		11	38			5		05	82
		7		11	38			6		10	37
		14		11	12			15		11	38
		17/2		07	50			16/1		00	76
		18		03	54			16/2		09	61
		23/1		06	58			24/2		00	51
		23/2		04	05			25/1		07	06
								25/2		03	80

1	2	3	4	5	6	1	2	3	4	5	6
		93						7/3		04	05
		<u> </u>						7/4		05	06
		4/1		01	01			7/5		01	01
		4/2		01	77			14		11	38
		4/3		04	30			17/1/1		00	25
		5		04	05			17/1/2		01	01
		7		10	62			17/2		10	12
		14		11	38			23/1		01	01
		17		11	38			23/2		01	52
		24		04	56			24/1		06	83
								24/2		01	26
संज्ञर	100	6						47			
		<u> </u>						<u> </u>			
		12/1		01	01			3/1		02	53
		20		11	38			3/2		00	76
		21		10	88			3/3		04	81
		15						4/1		03	04
		<u> </u>						8		11	38
		6		00	09			13		11	39
		15		03	29			18		11	38
		16/1		10	88			23		07	33
		25/1		03	29			72			
		25/2		08	09			<u> </u>			
		16						22		11	63
		<u> </u>						73			
		1		11	38			<u> </u>			
		10/1		01	01			2/1		04	81
		10/2		09	61			2/2		05	31
		11		02	78			9/2		10	62
		20		00	08			11		06	32
		21						12		05	06
		<u> </u>						19		00	25
		5/1		01	77			20/1		08	60
		5/2		01	26			20/2		02	53
		5/3		08	35			21		11	38
		6/2		01	77			102			
		7		03	04			<u> </u>			
		15/1		05	31			06/1		04	05
		15/2		06	07			25/1		04	05
		16		08	60			25/2		05	31
		17		02	53			103			
		24		08	35			<u> </u>			
		25/1		02	28			1		10	62
		43						10		11	38
		<u> </u>						11/1		04	30
		4/2		11	28			11/2		06	58
		7/2		02	02			20		04	30
								21		00	25

1	2	3	4	5	6	1	2	3	4	5	6
		107									
		5		10	88			6		07	59
		6		11	38			7		03	54
		15/1		10	12			14		07	59
		15/2		01	26			15		03	54
		16		11	38			16/1		00	25
		24		01	27			17/1		03	29
		25		10	12			17/2		06	83
		132						24		11	13
		4		06	58			203			
		5		04	05			4		10	12
		6		00	25			7		11	13
		7		11	13			14/1		01	52
		14		11	38			14/2		09	61
		17		11	38			17/1		02	28
		24		09	86			17/2		03	04
		136						17/3		05	82
		3/2		00	09			24		11	13
		4/1		08	85			216			
		4/2		02	53			3		00	51
		7/1		02	53			4		10	62
		7/2		06	07			7/2		03	79
		8		02	28			7/3		02	02
		13		06	83			8/1		01	26
		14		02	02			8/2		03	29
		17/2		02	02			13		00	51
		18		08	09			14		01	01
		24		11	89			17		00	51
		164						18		09	61
		4/1		01	01			23/2		11	30
		4/2		06	83			248			
		5		01	26			8		11	15
		6		11	64			8/1		03	79
		7		00	76			8/2		04	30
		15		11	13			13		11	13
		16/1		02	78			18/2		11	13
		16/2		02	78			23		11	13
		16/3		05	56			261			
		25/1		10	62			2		00	51
		25/2		01	01			3/1		10	62
		173						8/1		00	51
		4		00	51			8/2		06	58
		5		10	62			9/1		03	29

1	2	3	4	5	6	1	2	3	4	5	6
		9/2		00	50			3		06	07
		12		06	58			9		02	02
		13/1		03	54			10/1		06	83
		13/2		00	25			10/2		08	09
		18		00	51			11/1		02	28
		19		10	62			349			
		22		11	13						
		296						6/1		00	51
								15		08	09
		2/1/1		04	55			16/1		05	06
		2/2/1		04	56			16/2		06	57
		2/2/2		00	12			25		10	88
		12/1		04	30						
		12/2		05	82			381			
		19		11	13						
		22/1/2		07	84			5		09	36
		22/1/1		01	52			1422		00	51
		304									
						कैमलगढ़	102	9			
		1		00	51						
		2/1		09	10			23		00	51
		2/2		01	52			11			
		9		07	59						
		10		03	54						
		11/2		07	59			2		02	27
		12		03	54			3		08	35
		19		00	51			8		03	04
		20/1		10	62			9		08	35
		21		11	13			12/2		11	13
		340						19/2		05	81
		15/2		08	85	गराबड़	106	5			
		16		06	83			7		07	34
		17/1		10	88			14		11	38
		22		00	03			23		01	6
		23/1/2		03	79			24		07	08
		23/2		08	85			11			
		24/2		05	06						
		341						3/1		03	79
								3/2		03	79
		1		11	13			4/1		00	51
		10/1		9	61			8		11	38
		11		06	07			13/1		09	36
		348						1/32		02	02
								18		11	38
		1/3		00	25			23		11	38

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		20						21		00	51
		<u>2</u>		02	78			<u>67</u>			
		3		07	59			16		04	05
		8		02	02			25		10	12
		9/1		09	36			<u>74</u>			
		12		11	38			5		11	38
		19		11	38			6		10	62
		22		11	38			15		11	38
		27						16		09	36
		<u>1</u>		00	25			17		01	77
		2		11	38			24		07	59
		7		00	12			25		02	78
		8		07	34			<u>79</u>			
		9		13	40			4		10	37
		10/1		00	25			7		11	38
		13		12	90			14/1		08	85
		14		00	25			14/2		02	53
		18/1		11	38			17		11	13
		22		00	51			18		00	12
		23		08	85			24/1		06	58
		<u>42</u>						<u>87</u>			
		3		09	11			3		09	61
		8		10	12			4		01	52
		9		01	26			8		11	38
		12		08	09			13		11	38
		13		03	04			18		11	38
		19		11	38			22		00	25
		22		11	38			<u>90</u>			
		<u>50</u>						2		07	08
		2		11	38			3		01	52
		9		11	38			9		11	13
		11		03	04			12		11	38
		12		08	09			19		11	38
		19		02	03			22		11	38
		20		09	36			<u>98</u>			
		21		11	38			1		00	51
		66						2		10	62
		<u>1/1</u>		07	84			9		05	56
		1/2		03	79			10		03	55
		10		10	62			<u>109</u>		00	51
		11/2		08	60						
		20		05	06						

[संख्या आर-31015/1/92/ओ.आर.-I]

कुलदीप सिंह, अवसर सचिव

New Delhi, the 16th February, 1993

S.O. 475.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. 624, dated the 22nd February, 1992, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipeline for the transport of petroleum;

And whereas the copies of the said Gazette notification were made available to the public on 17th March, 1992.

And whereas the Competent Authority in pursuance of sub-section (1) of section 6 of the said Act has made his report to the Central Government;

And whereas the Central Government after considering the said report is satisfied that the right of user in the lands specified in the Schedule appended to this notification should be acquired:

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the lands specified in the Schedule appended to this notification are hereby acquired:

And further in exercise of the powers conferred by sub-section (4) of the said section, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government, vest, free from all encumbrances, in the Indian Oil Corporation Limited.

SCHEDULE

Tehsil : Jhajjar District : Rohtak State : Haryana

Name of village	Hadbast No.	Mustateel Killa No.	Area		
			Hec-tare	Are	Centiare
1	2	3	4	5	6
Koka	247	29			
		7		05	57
		13		09	36
		14/11		01	01
		18		11	38
		22/1		00	25
		31			
		2		06	83
		3		04	30
		9		11	38
		12		11	38
		19		11	38
		22		11	38
		43			
		1		03	54
		2		07	84
		9		01	52
		10		09	86
		11		11	38
		20		11	39
		21		11	38
		45			
		5/2		00	07

1	2	3	4	5	6
		6		04	05
		15		10	37
		16		11	39
		25		11	38
		46			
		1/1/1		10	62
		1/1/2		00	76
		10		07	34
		11		01	10
		56			
		5		08	85
Ahri	246	24			
		10/2		04	05
		20/2/3		03	03
		20/3		04	55
		21/1/2		00	25
		25			
		16		04	05
		25/1		00	06
		25/3		03	80
		42			
		5/1/1		01	01
		5/2/1		07	33
		6/1		07	08
		6/2		02	28
		7/1		01	52
		14		10	37
		17		11	63
		24/1		07	33
		24/2		04	05
		55			
		3		03	54
		8		10	37
		13/1		02	78
		13/2		08	86
		18		04	55
		19/1		00	25
		19/2		03	29
		19/3		01	26
		19/4		00	51
		22/1		07	34
		22/2		04	30
		23/1/1		00	05
		70			
		2/1		01	77
		2/2		09	86
		9/1		00	51
		9/2		03	29
		9/3		04	25
		9/4		00	03
		9/5		02	02
		10/1		00	25
		12/2		01	52
		11		10	88
		12/1		01	01
		10/2		00	05
		20/1		01	52
		20/2		10	11

1	2	3	4	5	6	1	2	3	4	5	6
Ahri (Contd.)	21			11	13	Asadpur Khera (Contd.)	7			11	63
	72						14			11	63
	1/1			02	78		17			07	34
	1/2			00	51		18			04	30
	73						23/2			02	28
	5/1			01	01		24/1			00	25
	5/2			07	33		60				
	6/1			01	77						
	6/2			09	87		3			11	64
	15/1			01	77		8			10	37
	15/2			09	87		9			01	26
	16/2			01	01		12			10	12
	17			05	31		13			01	52
	24/1			07	34		19/1			05	82
	24/2			04	30		21			00	25
	25			00	05		22			11	64
	84						67				
	4/1			02	02		1			07	58
	4/2			09	61		2			04	30
	8			05	82		10			07	34
Asadpur Khera 241	5					Maohhroli 240	24				
	22			05	06		23			00	51
	9						34				
	2			11	38		4			11	38
	9/2			10	12		7/2			10	62
	12			11	38		14			11	38
	19			10	37		17/1			05	82
	20			01	01		17/2			01	27
	21			06	83		18/1			00	76
	22			04	55		23			10	62
	20						24			00	08
	1/1			06	58		47				
	1/2			04	30		3			11	38
	10			11	13		8			11	38
	11/1			02	28		12/2			00	51
	11/2			05	31		13			11	38
	29						18			03	54
	1			08	85		19			08	09
	10			11	13		22			11	13
	11			11	12		64				
	20			11	13		2/1			04	30
	21			11	13		2/2			04	55
	41						9			11	38
	6			01	52		12			11	38
	15			10	37		20			00	25
	16			11	63		21			04	55
	24			00	25		22			06	58
	25			11	63		76				
	42						25			00	76
	1			11	63		77				
	10			10	37		1			10	62
	11			01	52		2			00	76
	52						10			11	38
	4/1			04	81		11			08	60
	5/1			05	05		20/1			03	29
	5/2			00	13		20/2			08	10
							21			10	62
							93				
							1			04	55

1	2	3	4	5	6	1	2	3	4	5	6
Machhroli (Contd.)	10			00	05	Dadanpur	238	2			
	94							17		12	39
	5			06	58			23		04	05
	6/1			06	58			04		07	08
	6/2			02	53			7			
	15/2			11	38			3		10	12
	16			11	38			4		01	27
	25			11	39			8		11	38
	103							13		11	38
	4			01	01			18		11	38
	5			10	37			22		01	77
	6			04	05			23		09	61
	7			07	08			12			
	14			11	38			2		07	58
	15			00	09			3		03	54
	17			08	60			9/1		11	38
	24			12	39			12/1		00	08
	116							12/2		11	38
	4			11	38			19		11	38
	7			09	86			21		00	08
	8/1			01	27			22		11	38
	13			07	08			23			
	14			04	05			1		04	81
	17			00	09			2		07	08
	23			11	38			9/1		01	52
	124							9/2		00	51
	3			11	38			10		08	60
	8			11	38			11		11	13
	12			02	02			20		11	38
	13			09	11			21		11	38
	18			03	04			29			
	19			08	09			5		00	25
								6		04	55
								15		10	12
								16		11	38
								25/2		11	38
								30			
	10							1		11	13
	2			07	58			10		06	58
	3/1			03	54			11		01	26
	8/2			00	09			44			
	9/1/2			00	51						
	9/1/1			07	84			5		11	64
	12			10	88			6		08	35
	19			11	12			7		00	76
	22			10	12			14/1		00	25
	19							14/3		05	82
	2			11	13			15/3		05	56
	9			09	11			16/1		00	25
	11			07	08			17/1		05	06
	12			04	05			17/3		02	28
	19			00	09			24/2		11	13
	20			11	13			50			
	21			11	38			4		11	38
	25							7		11	38
	15			02	02			13/2		01	27
	16/1			02	02			14		10	12
	16/2			06	58			17		04	30
	25/2			00	25			18/1		06	07
								23		11	13
Chandpur	239	3									
		22		00	25						
		10									
		2		07	58						
		3/1		03	54						
		8/2		00	09						
		9/1/2		00	51						
		9/1/1		07	84						
		12		10	88						
		19		11	12						
		22		10	12						
		19									
		2		11	13						
		9		09	11						
		11		07	08						
		12		04	05						
		19		00	09						
		20		11	13						
		21		11	38						
		25									
		15		02	02						
		16/1		02	02						
		16/2		06	58						
		25/2		00	25						

1	2	3	4	5	6	1	2	3	4	5	6
		24		00	08			4		11	38
		65						5		00	25
		3		11	13			7		11	38
		8		11	13			14		10	12
		13		10	62	Gijaroad	260	5			
		18/1		11	13			14		09	11
		22/2		02	03			15/1		01	01
		23		08	09			17		11	38
		68						24		10	87
		3		00	12			14			
Raipur	236	1						4		11	38
		24		02	53			7		10	12
		6						8		01	27
		4		11	38			13		07	58
		7		11	38			14		03	54
		13		00	08			17		00	25
		14		10	87			18		09	36
		17		07	08			23		10	12
		18		04	05			21			
		23		10	12			3		11	38
		24/1		00	51			8		11	13
		9						9		00	25
		3		11	38			12		05	06
		8		11	38			13		06	07
		13		11	38			39			
		18		06	58			1/1		01	07
		19/1		03	79			1/2		09	61
		22/1		01	01			10		11	38
		22/2		09	10			11		10	12
		23		01	52			20		03	54
		18						40			
		2		11	38			15		01	27
		9		10	62			16		07	58
		12		11	38			25		10	88
		19/2		09	11			49			
		20		02	28			5/1/1/1		06	58
		21		08	09			5/1/1/2		01	52
		22/1		03	04			5/2		00	51
		20						6		11	38
		16		06	58			15		10	87
		25		12	39			16		06	07
		21						17		04	81
		1		10	62			24		07	84
		10		11	38			25		00	50
		11		11	38			27		01	52
		20/2		06	07	Silani Pana Kesho	263	26			
		30						23		00	25
		5		10	62			24		06	32
		6		11	13			57			
		15		11	38			3		05	06
		16		10	37			4/1		04	05
		17		01	01			4/2		02	28
		24		07	08			7/1		00	25
		25		04	05			8/1		01	52
		32						13/1		10	37
		4		11	38			18		11	38
								23		11	38

1	2	3	4	5	6	1	2	3	4	5	6
	63						20/2			04	30
	2			02	28		31				
	3			08	09						
	8			02	28		4			11	38
	9			09	11		7			11	38
	12			11	38		14			11	13
	19			11	38		17/2			07	59
	22			11	38		18			03	54
	89						23/1			06	58
	1/2			00	76		23/2			04	05
	20			10	62		41				
	21			11	38		3			11	38
	95						8/1			10	37
	5			00	25		8/2			00	76
	6			02	78		13/1			07	08
	25			04	05		13/2			00	51
	96						18			09	86
	10			07	34		19			01	26
	102						22			07	59
	5/1			00	76		23			02	78
	5/2			10	62		57				
	6			07	34						
	7/1			05	06		2/2			11	38
	15			00	76		9			11	38
	114			31	61		12			11	38
	117			22	77		19			11	13
	3						20			00	25
	6			12	39		21			04	81
	7			01	52		22			05	82
	14			08	09		67				
	15			03	04		25/2			01	77
	17			11	38		68				
	24			11	38						
	9						1			09	86
	4			10	12		2			00	26
	7			09	86		10			11	38
	8			00	51		11			11	38
	13			06	58		20			11	38
	14			04	55		21			08	10
	17			00	08		83				
	18			11	38		1			01	01
	23/1			01	77		84				
	23/2			09	61						
	17						5			05	82
	17			02	28		6			10	37
	24			10	87		15			11	38
	25/1			00	76		16/1			00	76
	18						16/2			09	61
	3			11	38		24/2			00	51
	8			11	38		25/1			07	08
	9			00	12		25/2			03	80
	11			01	01		93				
	12			12	65						
	13			06	32		4/1			01	01
	19			01	52		4/2			01	77
	20/1			03	54		4/3			04	30
							5			04	05
							7			10	62
							14			11	38
							17			11	38
							24			04	56

Silani Pana Zalim 262

1	2	3	4	5	9	1	2	3	4	5	6
Jhajjar	100	6						19		00	25
		12/1		01	01			20/1		08	60
		20		11	38			20/2		02	53
		21		10	88			21		11	38
		15						102			
		6		00	09			06/1		04	05
		15		03	29			25/1		04	05
		16/1		10	88			25/2		05	31
		25/1		03	29			103			
		25/2		08	09			1		10	62
		16						10		11	38
		1		11	38			11/1		04	30
		10/1		01	01			11/2		06	58
		10/2		09	61			20		04	30
		11		02	78			21		00	25
		20		00	08			107			
		21						5		10	88
		5/1		01	77			6		11	38
		5/2		01	26			15/1		10	12
		5/3		08	35			15/2		01	26
		6/2		01	77			16		11	38
		7		03	04			24		01	27
		15/1		05	31			25		10	12
		15/2		06	07			132			
		16		08	60			4		06	58
		17		02	53			5		04	05
		24		08	35			6		00	25
		25/1		02	28			7		11	13
		43						14		11	38
		4/2		11	38			17		11	38
		7/2		02	02			24		09	86
		7/3		04	05			136			
		7/4		05	06			3/2		00	09
		7/5		01	01			4/1		08	85
		14		11	38			4/2		02	53
		11/1/1		00	25			7/1		02	53
		17/1/2		01	01			7/2		06	07
		17/2		10	12			8		02	28
		23/1		01	01			13		06	83
		23/2		01	52			14		02	02
		24/1		06	83			17/2		02	02
		24/2		01	26			18		08	09
		47						24		11	89
		3/1		02	53			164			
		3/2		00	76			4/1		01	01
		3/3		04	81			4/2		06	83
		4/1		03	04			5		01	86
		8		11	38			6		11	64
		13		11	39			7		00	76
		18		11	38			15		11	13
		23		07	33			16/1		02	78
		72						16/2		02	78
		22		11	63			16/3		05	56
		73						25/1		10	62
		2/1		04	81			25/2		01	01
		2/2		05	31			173			
		9/2		10	62			4		00	51
		11		06	32			5		10	62
		12		05	06			6		07	59
								7		03	54
								14		07	59
								15		03	54

1	2	3	4	5	6	1	2	3	4	5	6
		16/1		00	25			20/1		10	62
		17/1		03	29			21		11	13
		17/2		06	83			340			
		24		11	13						
		203						15/2		08	85
		4		10	12			16		06	83
		7		11	13			17/1		10	88
		14/1		01	52			22		00	03
		14/2		09	61			23/1/2		03	79
		17/1		02	28			23/2		08	85
		17/2		03	04			24/2		05	06
		17/3		05	82			341			
		24		11	13			1		11	13
		216						10/1		9	61
		3		00	51			11		06	07
		4		10	42			348			
		7/2		03	79			1/3		00	25
		7/3		02	02			3		06	07
		8/1		01	26			9		02	02
		8/2		03	29			10/1		06	83
		13		00	51			10/2		08	09
		14		01	01			11/1		02	28
		17		00	51			349			
		18		09	61			6/1		00	51
		23/2		11	30			15		08	09
		248						16/1		05	06
		3		11	13			16/2		06	57
		8/1		03	79			25		10	88
		8/2		04	30			381			
		13		11	13			5		09	36
		18/2		11	13			1422		00	51
		23		11	13	Karnal Garh	102	9			
		261						23		00	51
		2		00	51			11			
		3/1		10	62			2		02	27
		8/1		06	51			3		08	35
		8/2		06	58			8		03	04
		9/1		03	29			9		08	35
		9/2		00	50			12/2		11	13
		12		06	58			19/2		05	81
		13/1		03	54						
		13/2		00	25	Garawar	106	5			
		18		00	51			7		07	34
		19		10	62			14		11	38
		22		11	13			23		01	26
		296						24		07	08
		2/1/1		04	55			11			
		2/2/1		04	56			3/1		03	79
		2/2/2		00	12			3/2		03	79
		12/1		04	30			4/1		00	51
		12/2		05	82			8		11	38
		19		11	13			13/1		09	36
		22/1/2		07	84			13/2		02	02
		22/1/1		01	52			18		11	38
		304						23		11	38
		1		00	51			20			
		2/1		09	10			3		02	78
		2/2		01	52			8		07	59
		9		07	59			9/1		02	02
		10		03	54			12		09	36
		11/2		07	59			19		11	38
		12		03	54			22		11	38
		19		00	51			27			
								1		00	25

1	2	3	4	5	6	1	2	3	4	5	6
		2		11	38			98			
		7		00	12			1		00	51
		8		07	34						
		9		13	40			2		10	62
		10/1		00	25						
		13		12	90			9		05	56
		14		00	25						
		18/1		11	38			10		03	55
		22		00	51						
		23		08	85			109		00	51
		42									
		3		09	11						
		8		10	12						
		9		01	26						
		12		08	09						
		13		03	04						
		19		11	38						
		22		11	38						
		50									
		2		11	38						
		9		11	38						
		11		03	04						
		12		08	09						
		19		02	03						
		20		09	36						
		21		11	38						
		66									
		1/1		07	84						
		1/2		03	79						
		10		10	62						
		11/		08	60						
		20		05	06						
		21		00	51						
		67									
		16		04	05						
		25		10	12						
		74									
		5		11	38						
		6		10	62						
		15		11	38						
		16		09	36						
		17		01	77						
		24		07	59						
		25		02	78						
		79									
		4		10	37						
		7		11	38						
		14/1		08	85						
		14/2		02	53						
		17		11	13						
		18		00	12						
		24/1		06	58						
		87									
		3		09	61						
		4		01	52						
		8		11	38						
		13		11	38						
		18		11	38						
		22		00	25						
		90									
		2		07	08						
		3		01	52						
		9		11	13						
		12		11	38						
		19		11	38						
		22		11	38						

[No. R-31015/1/92-O.R.I (Part-I)]

KULDIP SINGH, Under Secy.

नई दिल्ली, 16 फरवरी, 1993

का. प्रा. 476.—केन्द्रीय सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का. प्रा. 625 तारीख 22 फरवरी, 1992, द्वारा पेट्रोलियम के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजनार्थ उक्त अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकारों के अर्जन के अपने आशय की घोषणा की थी ;

राजपत्र अधिसूचना की प्रतियां जनता को तारीख 17 मार्च, 1992 को उपलब्ध करा दी गई थी ;

उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दे दी है ;

केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार का अर्जन किया जाए ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जित करने की घोषणा करती है ;

यह और कि केन्द्रीय सरकार उक्त धारा की उपधारा (4) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमियों के उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाए सभी विलगनों से मुक्त होकर, इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा ।

अनुसूची					
तहसील : करनाल जिला : करनाल राज्य : हरियाणा					
गांव का नाम	हबबस्त नं.	मुस्ततील नं. / किला नं.	क्षेत्रफल हेक्टर	आर वर्ग मीटर	
1	2	3	4	5	6
गांजबाड़	34	16			
		6	0	12	39
		17			
		9/2	0	07	84
		10	0	12	39
ददलाना	25	101			
		4	0	08	60
		5	0	12	39
		7	0	00	25
मुनफ	28	235			
		10	0	12	39
		11	0	08	09
		12	0	12	90
		13	0	08	85
		14	0	00	25
		16	0	09	36
		17	0	10	37
		18	0	04	30
		236			
		20	0	03	29
		21	0	11	63
		22	0	07	33
		247			
		11	0	01	77
		20	0	11	89
		21	0	10	37
		22	0	02	28
		248			
		2	0	08	09
		3	0	10	37
		6	0	00	25
		7	0	14	17
		8	0	03	79
		14/2	0	01	77
		15	0	14	92
		16	0	00	10
		261	0		
		1	0	00	51

1	2	3	4	5	6
	2		0	12	14
	8		0	01	01
	9/1		0	11	63

[संख्या : आर - 31015/1/92-ओप्रा-1 (पार्ट - II)]
कुलदीप सिंह, अवर सचिव

New Delhi, the 16th February, 1993

S.O. 625, dated the 22nd February, 1992, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipeline for the transport of petroleum;

And whereas the copies of the said Gazette notification were made available to the public on 17th March, 1992;

And whereas the Competent Authority in pursuance of sub-section (1) of section 6 of the said Act has made his report to the Central Government;

And whereas the Central Government after considering the said report is satisfied that the right of user in the lands specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the lands specified in the Schedule appended to this notification are hereby acquired;

And further in exercise of the powers conferred by sub-section (4) of the said section, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government, vest, free from all encumbrances, in the Indian Oil Corporation Limited;

SCHEDULE

Tehsil : Karnal		District : Karnal		State : Haryana		
Name of Village	Hadbast No.	Mustateel/ Killa No.	Are			
			Hec-tare	Area	Centiare	
1	2	3	4	5	6	
Ganjbađ	34	16				
		6	0	12	39	
		17				
		9/2	0	07	84	
		10	0	12	39	
Dadlana	25	101				
		4	0	08	60	
		5	0	12	39	
		7	0	00	25	

1	2	3	4	5	6
Munak	28	235			
		10	0	12	39
		11	0	08	09
		12	0	12	90
		13	0	08	85
		14	0	00	25
		16	0	09	36
		17	0	10	37
		18	0	04	30
		236			
		20	0	03	29
		21	0	11	63
		22	0	07	33
		247			
		11	0	01	77
		20	0	11	89
		21	0	10	37
		22	0	02	28
		248			
		2	0	08	09
		3	0	10	37
		6	0	00	25
		7	0	14	17
		8	0	03	79
		14/2	0	01	77
		15	0	14	92
		16	0	00	10
		261			
		1	0	00	51
		2	0	12	14
		8	0	01	01
		9/1	0	11	63

[No. R-31015/1/92-O.R.-I (Part-II)]
KULDIP SINGH, Under Secy.

नई दिल्ली, 16 फरवरी, 1993

का. आ. 477.—भारत सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का. आ. 627 तारीख 22 फरवरी, 1992, द्वारा पेट्रोलियम के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजनार्थ उक्त अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकारों के अर्जन के अपने आशय की घोषणा की थी ;

राजपत्र अधिसूचना की प्रतियां जनता को तारीख 17 मार्च, 1992 को उपलब्ध करा दी गई थी ;

उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दे दी है ;

केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात यह समाधान हो गया है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार का अर्जन किया जाए ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जित करने की घोषणा करती है ;

यह और कि केन्द्रीय सरकार उक्त धारा की उपधारा (4) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, यह निवेश देती है कि उक्त भूमियों के उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाए सभी विलगनों में मुक्त होकर, इंडियन प्रायल कारपोरेशन लिमिटेड में निहित होगा।

अधिसूची

तहसील : अंतर्ध जिला : करनाल राज्य : हरियाणा

गांव का नाम	हदबस्त नं.	मुस्तातील नं. / किला नं.		क्षेत्रफल		
				हेक्टर	आर.	वर्ग-मीटर
1	2	3	4	5	6	
पन्नाना						
हसनपुर	72	13				
		20		0	14	16
		14				
		3/1		0	04	05
		14		0	07	08
		37				
		10		0	10	12
		11		0	07	34
		12		0	07	84
		18		0	05	56
		19		0	09	86
		23		0	04	30
		24		0	13	91
		25		0	07	08
		50				
		13		0	13	91
		70				
		1		0	05	31
		88				
		3/1		0	07	08
		3/2		0	06	83
		8/1		0	00	76
		129				
		7/2		0	00	25
		13/1		0	00	76

1	2	3	4	5	6
पारा	48	135			
		17	0	02	28
		166			
		6	0	14	41
कुड़लान	73	15			
		01	0	05	56
ठरवा					
माजरा	68	13			
		17	0	13	15
		25	0	12	90
		20			
		8	0	04	55
जलमाना	64	12			
		23	0	04	81
		27			
		4	0	03	04
		5	0	14	16
		6/1	0	00	76
		6/2	0	01	01
		39			
		10	0	11	63
कारसा चौर	63	18			
		18	0	13	91
		29			
		24	0	14	16

[संख्या : आर-31015/1/92 - ओ आर-I (पार्ट - II)]

कुलदीप सिंह, अवर सचिव

New Delhi, the 16th February, 1993

S.O. 477.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. 627, dated the 22nd February, 1992, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to the said Act), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipeline for the transport of petroleum;

And whereas the copies of the said Gazette notification were made available to the public on 17th March, 1992.

And whereas the Competent Authority in pursuance of sub-section (1) of section 6 of the said Act has made his report to the Central Government;

And whereas the Central Government after considering the said report is satisfied that the right of user in the lands specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the lands specified in the Schedule appended to this notification are hereby acquired;

And further in exercise of the powers conferred by sub-section (4) of the said section, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government, vest, free from all encumbrances, in the Indian Oil Corporation Limited;

SCHEDULE

Tehsil : Assandh		District : Karnal		State : Haryana	
Name of Village	Hadbast No.	Mustateel/ Killa No.	Area		
			Hec- tare	Acre	Centiare
1	2	3	4	5	6
Pabana Hassanpur	72	13			
		20	0	14	16
		14			
		3/1	0	04	05
		14	0	07	08
		37			
		10	0	10	12
		11	0	07	34
		12	0	07	84
		18	0	05	56
		19	0	09	86
		23	0	04	30
		24	0	13	91
		25	0	07	08
		50			
		13	0	13	91
		70			
		1	0	05	31
		88			
		3/1	0	07	08
		3/2	0	06	83
		8/1	0	00	76
		129			
		7/2	0	00	25
13/1	0	00	76		
Padha	48	135			
		17	0	02	28
		166			
		6	0	14	41
Kurlan	73	15			
		01	0	05	56
Tharwa Majra	68	13			
		17	0	13	15
		25	0	12	90
		20			
		8	0	04	55

1	2	3	4	5	6
Jalmana	64	12			
		23	0	04	81
		27			
		4	0	03	04
		5	0	14	16
		6/1	0	00	76
		6/2	0	01	01
		39			
		10	0	11	63
Karsa Chor	63	18			
		18	0	13	91
		29			
		24	0	14	16

[No. R-31015/1/92-O.R.I (Part-II)]
KULDIP SINGH, Under Secy.

नई दिल्ली, 16 फरवरी, 1993

का.आ. 478.—केन्द्रीय सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का. आ. 628 तारीख 22 फरवरी, 1992, द्वारा पेट्रोलियम के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजनार्थ उक्त अधिसूचना से उपावृत्त अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकारों के अर्जन के अपने आशय की घोषणा की थी ;

राजपत्र अधिसूचना की प्रतियां जनता की तारीख 17 मार्च, 1992 को उपलब्ध करा दी गई थी ;

उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दे दी है ;

केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात यह समाधान हो गया है कि इस अधिसूचना से उपावृत्त अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार का अर्जन किया जाए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना से उपावृत्त अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जित करने की घोषणा करती है ;

यह और कि केन्द्रीय सरकार उक्त धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमियों के उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाए सभी विस्तरांगों से मुक्त होकर, इंडियन आयल कारपोरेशन लिमिटेड में निहित होगा

अधिसूची					
तहसील : कैथल जिला : कैथल राज्य : हरियाणा					
गांव का नाम	हबबस्त नं.	मुस्ततिल नं. / किला नं.	क्षेत्रफल		
			हेक्टर	आर	वर्ग-मीटर
1	2	3	4	5	6
डीग	43	16			
		18/1	0	00	01
		25			
		1/1	0	00	51
		1/2	0	14	67
		2/1	0	00	76
		48			
		16/1	0	00	78
		16/2	0	00	10
हावड़ी	31	363			
		2/1	0	12	14
		3/1/1	0	01	27
		3/1/2	0	00	25
		3/2/1	0	01	52
		8/2	0	09	86
		407			
		4/1	0	07	84
		4/2	0	06	5
हजाराणा	45	24			
		20	0	03	28
		21	0	08	60
		22	0	10	89
		23	0	00	10
		25			
		8	0	01	26
		13	0	12	90
		14	0	08	85
		16	0	14	17
		17	0	05	32
		25/1	0	00	10
		43			
		2	0	02	53
		3	0	13	90
		4/1	0	00	51
		4/2	0	04	05
		7/1	0	06	07
		7/2	0	00	51
		14	0	11	13

1	2	3	4	5	6	1	2	3	4	5	6
		16	0	03	03			21	0	08	09
		17	0	11	37			22	0	13	39
		25	0	11	13			23	0	09	87
		44						24	0	00	25
		21	0	00	10			58			
		51						9	0	00	25
		1	0	07	59			10	0	08	60
		9/1	0	04	05			11/1	0	01	01
		9/2	0	0 5	83			11/2	0	02	28
		10	0	04	56			12	0	13	14
		12	0	08	10			13/1	0	03	29
		13/2	0	03	03			13/2	0	08	85
		13/3	0	02	28			14/1	0	01	77
		52						16	0	10	62
		27/1	0	02	28			17	0	11	64
		27/2	0	06	32			18	0	01	01
बरसाना	30	62						25/2	0	01	01
		21/1	0	00	76			59			
		21/2	0	01	02			4	0	04	81
		63						6	0	12	39
		8	0	08	09			7/1	0	03	29
		9	0	11	63			7/2	0	04	81
		13	0	09	36			64			
		14	0	06	07			3	0	03	54
		16	0	04	32			4	0	13	14
		17	0	11	63			5	0	12	39
		25	0	13	15			6/1	0	01	01
		67						65			
		1/1	0	01	01			1/1	0	01	77
		1/2	0	11	89			8/2	0	04	56
पुण्डरी	26	201						9	0	13	39
		2/1/1	0	03	28			10/1	00	10	12
		2/1/2	0	00	51			10/2	0	01	52
		2/2/1	0	00	51			13/1	0	07	58
		2/2/2	0	06	32			14/1/1	0	02	78
		3/2	0	04	30			14/2/1	0	09	12
कफौत	5	25						14/2/2	0	01	52
		21/1	0	01	52			15	0	05	56
		32						16	0	09	37
		1/1	0	00	51		23	33			
		1/2	0	12	64			11	0	13	90
मुन्डड़ी	6	103						12	0	03	29
		2/2	0	09	35			19	0	13	15
		7/2	0	02	02						
कुलतारन	27	57									
		20/2	0	05	31						

[संख्या प्रार-31015/1/92-जी प्रार-1 (पार्ट-II)]

कुलदीप सिंह, प्रवर सचिव

New Delhi, the 16th February, 1993

S.O. 478.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. 628, dated the 22nd February, 1992, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) hereinafter referred to as the said Act, the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipeline for the transport of petroleum;

And whereas the copies of the said Gazette notification were made available to the public on 17th March, 1992;

And whereas the Competent Authority in pursuance of sub-section (1) of section 6 of the said Act has made his report to the Central Government;

And whereas the Central Government after considering the said report is satisfied that the right of user in the lands specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the lands specified in the Schedule appended to this notification are hereby acquired;

And further in exercise of the powers conferred by sub-section (4) of the said section, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government, vest, free from all encumbrances, in the Indian Oil Corporation Limited;

SCHEDULE

Tehsil : Kaithal District : Kaithal State : Haryana.

Name of Village	Hadbast No.	Mustateel/ Killa No.	Area Hec-are	Are Centi-are	
1	2	3	4	5	6
Deeg	43	16			
		18/1	0	00	76
		25			
		1/1	0	00	51
		1/2	0	14	67
		2/1	0	00	76
		48	0		
		16/1	0	00	76
		16/2	0	08	10
Habri	31	363			
		2/1	0	12	14
		3/1/1	0	01	27
		3/1/2	0	00	25
		3/2/1	0	01	52
		8/2	0	09	86
		407			
		4/1	0	07	84
		4/2	0	06	58
Hajwana	45	24			
		20	0	03	28
		21	0	08	60
		22	0	10	89
		23	0	00	10
		25			
		8	0	01	26
		13	0	12	90
		14	0	08	85
		16	0	14	17
		17	0	05	32

1	2	3	4	5	6
		25/1	0	00	10
		43			
		2	0	02	53
		3	0	13	90
		4/1	0	00	51
		4/2	0	04	05
		7/1	0	06	07
		7/2	0	00	51
		14	0	11	13
		16	0	03	03
		17	0	11	37
		25	0	11	13
		44			
		21	0	00	10
		51			
		1	0	07	59
		9/1	0	04	05
		9/2	0	05	83
		10	0	04	56
		12	0	08	10
		13/2	0	03	03
		13/3	0	02	28
		52			
		27/1	0	02	28
		27/2	0	06	32
Barsana	30	62			
		21/1	0	00	76
		21/2	0	01	02
		63			
		8	0	08	09
		9	0	11	63
		13	0	09	36
		14	0	06	07
		16	0	04	32
		17	0	11	63
		25	0	13	15
		67			
		1/1	0	01	01
		1/2	0	11	89
Pundri	26	201			
		2/1/1	0	03	28
		2/1/2	0	00	51
		2/2/1	0	00	51
		2/2/2	0	06	32
		3/2	0	04	30
Kukaut	5	25			
		21/1	0	01	52
		32	0		
		1/1	0	00	51
		1/2	0	12	64
Mundri	6	103			
		2/2	0	09	35
		7/2	0	02	02
Khullaram	27	57			
		20/2	0	05	31
		21	0	08	09
		22	0	13	39
		23	0	09	87
		24	0	00	25
		58			
		9	0	00	25
		10	0	08	60
		11/1	0	01	01
		11/2	0	02	28
		12	0	13	14

1	2	3	4	5	6
		13/1	0	03	29
		13/2	0	08	85
		14/1	0	01	77
		16	0	10	62
		17	0	11	64
		18	0	01	01
		25/2	0	01	01
		59			
		4	0	04	81
		6	0	12	39
		7/1	0	03	29
		7/2	0	04	81
		64			
		3	0	03	54
		4	0	13	14
		5	0	12	39
		6/1	0	01	01
		65			
		1/1	0	01	77
		8/2	0	04	56
		9	0	13	39
		10/1	00	10	12
		10/2	0	01	52
		13/1	0	07	58
		14/1/1	0	02	78
		14/2/1	0	09	12
		14/2/2	0	01	52
		15	0	05	56
		16	0	09	37
Patti Afgan	23	33			
		11	0	13	90
		12	0	3	29
		19	0	13	15

[No. R-31015/1/92—O.R.-I (Part-II)]
KULDIP SINGH, Under Secy.

नई दिल्ली, 16 फरवरी, 1993

का.आ. 479, पट्टा—केन्द्रीय सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का.आ. 629 तारीख 22 फरवरी, 1992, द्वारा पेट्रोलियम के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजनार्थ उक्त अधिसूचना से उपायुक्त अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकारों के अर्जन के अपने आशय की घोषणा की थी;

राजपत्रित अधिसूचना की प्रतियां जनता को तारोख 17 मार्च, 1992 को उपलब्ध करा दी गई थी;

उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दे दी है;

केन्द्रीय सरकार का उक्त रिपोर्ट पर धिक्कार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से उपायुक्त अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार का अर्जन किया जाएगा;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना से उपायुक्त अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जित करने की घोषणा करती है;

यह और कि केन्द्रीय सरकार उक्त धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि के उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाए सभी किल्लगमों से मुक्त होकर, इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तहसील : रिवाड़ी	जिला : रिवाड़ी	राज्य : हरियाणा			
गांव का नाम	हदबस्त नं.	मुस्ततिल नं./ किला नं.	क्षेत्रफल हेक्टर	ग्रार	वर्ग मीटर
1	2	3	4	5	6
जैनडावास	143	12/7	--	00	25
		18	--	01	26
		19/2	--	11	13
		21	--	00	25
		13			
		10	--	13	40
		15			
		1	--	09	11
		2	--	00	25
		25			
भाडावास	145	3	--	06	58
		49			
		8/1	--	07	59
		9/1/1	--	03	54
		9/2/1	--	01	51
		12/2/1	--	00	25
		54			
		18/2/1	--	05	82
		18/2/2	--	00	09
		106			
		9/1	--	00	25
		110			
		24/1	--	04	30
24/2	--	08	35		

1	2	3	4	5	6	1	2	3	4	5	6
		120				कुतुबपुर मौला	131	22			
		13/1	—	07	84			12/1	—	02	02
		13/2	—	04	30			19/2	—	06	83
आसाबाग	144	54						19/2/2	—	03	79
		24/1	—	06	83			20	—	01	26
		78						22/1	—	11	13
		4/2	—	09	36						
		5	—	03	29						
								26			
		108									
		13	—	11	13			2/1	—	09	86
		18	—	01	26			9/1/1	—	05	06
		19	—	07	33			9/1/2	—	00	25
		109						9/2	—	00	51
		17	—	12	39			9/3	—	05	57
जाटूवास	148	29						12	—	11	13
		21/2/2	—	02	28			19	—	10	37
		38						22	—	05	06
		1	—	00	25			26	—	08	86
		2	—	12	90						
		8/1/1	—	04	05			42			
		8/1/3	—	01	26						
								2	—	02	28
		49						3	—	04	05
								13/1/1	—	04	05
		6/1	—	06	07			13/1/2	—	07	08
		6/2	—	01	26			18	—	3	54
		6/3	—	04	30						
हुसैनपुर	134	2				कामामाजरा	126	7			
		19	—	03	54			19/1	—	01	77
		22/1	—	10	37			19/2	—	02	02
		22/2	—	03	04			22/2/2	—	07	33
								22/2 2	—	01	01
		14						22/3	—	04	05
		15/1	—	05	06						
		15/2	—	02	78			9			
		16	—	12	91						
		24/1	—	03	29			2/2	—	11	13
		24/2	—	07	84			9/1	—	02	78
		25/1	—	01	26			9/2	—	08	35
		15						13	—	11	13
		1/2	—	01	01			19/1	—	02	78
		1/3	—	03	54			19/2	—	08	60
रामपुरा	132	1						21/2/1	—	00	10
		18	—	04	81			21/2/2	—	04	81
		100						22	—	07	08
		5	—	01	52						

1	2	3	4	5	6	1	2	3	4	5	6
		15						13/2	—	01	26
		2	—	00	25			18	—	04	31
		10	—	09	61			26	—	07	53
		11	—	31	13	भुइपुर	11 6	4			
		20	—	11	13			21	—	11	13
		21/1	—	03	29			12			
		21/2	—	03	29						
		19									
		1	—	11	13			25	—	02	02
		9/1	—	00	25			13			
		9/3	—	00	76						
		10/1	—	08	35			1	—	11	13
		10/2	—	01	52			10	—	11	13
		10/3	—	00	50			11	—	31	13
		10/4	—	00	25			20	—	11	13
		11	—	06	83						
								21	—	10	12
चांदाबास	117	7						16			
								10	—	01	26
		24/1	—	06	07						
		24/2	—	03	04			17			
		25	—	04	05			5	—	06	07
		14						6	—	10	12
								15	—	04	81
		4	—	11	38			16	—	16	19
		7	—	11	13			25/1	—	08	60
		8/1	—	00	12			25/2	—	01	77
		13	—	07	59						
		14	—	04	05			24			
		17	—	00	51			5/2	—	08	85
		18	—	11	13			6/2/2	—	08	85
		23	—	11	12			15/1/1	—	9	35
								15/2	—	01	77
		17						16	—	09	61
		3	—	10	12			17	—	02	53
		8	—	11	13			24	—	07	08
		13	—	11	13			23	—	05	06
		18	—	10	12						
		23	—	11	13			28			
								4/1	—	04	05
		26						4/2	—	07	08
								5/1	—	00	76
		2	—	00	51			5/2	—	00	12
		3	—	10	87			7	—	11	13
		8	—	02	53			14/1	—	04	30
		9	—	00	50			14/2	—	06	32
		12	—	05	56			15	—	00	51
		13/1	—	02	28						

1	2	3	4	5	6	1	2	3	4	5	6
गोकुलगढ़	119	21				गिन्दोखर	113	18			
		24	—	04	04			16	—	02	28
		22						17	—	06	83
								24	—	11	38
		3	—	11	13			22			
		4	—	00	10			4	—	11	38
		8	—	08	60			7	—	11	38
								13	—	2	28
		44						14	—	08	60
		18	—	00	25			17	—	02	02
		22	—	08	60			18	—	09	36
		23	—	00	10			23/1	—	01	26
		46						38			
								24	—	00	51
		2	—	11	38			25	—	14	16
		9	—	11	13			39			
		12	—	11	13			3/2	—	07	58
		19	—	11	13			3/3	—	04	05
		22	—	11	13			8	—	11	38
		74						39			
		1/3	—	01	51			9	—	00	07
		2	—	09	61			12	—	08	60
		9/1	—	01	51			13	—	07	34
		9/2	—	04	29			19	—	05	56
		10/1	—	06	07			20	—	06	07
		11	—	09	86			21	—	04	05
		12/1	—	01	51						
								46			
								4	—	08	09
								5	—	03	04
		8	—	02	53			6	—	00	25
		13	—	11	13			7	—	09	36
		18	—	11	13			14	—	11	64
		23	—	11	13			17	—	11	13
								24	—	11	13
		27									
								56			
		3	—	11	12			4	—	11	13
		8	—	10	88			7	—	11	13
		9	—	00	25			13	—	00	76
		12	—	04	55			14	—	10	61
		13	—	07	59			17	—	05	57
		19	—	11	13			18	—	06	58
		22	—	01	52			23	—	07	08
आसपुर	114	26									
		8	—	02	53						
		13	—	11	13						
		18	—	11	13						
		23	—	11	13						
		27									
		3	—	11	12						
		8	—	10	88						
		9	—	00	25						
		12	—	04	55						
		13	—	07	59						
		19	—	11	13						
		22	—	01	52						

1	2	3	4	5	6	1	2	3	4	5	6
समाना	220	1				बीकानेर (जारी)		5/2	—	03	04
		16	—	10	12			6	—	09	10
		25	—	11	13			15	—	10	12
		8						12			
		5	—	11	13			1/1	—	00	25
		6	—	11	13			1/2	—	08	85
		7	—	00	25			10/1	—	02	28
		14	—	05	07	जेठपुर	224	2			
		15	—	07	08	शिकारपुर		21	—	07	84
		16	—	01	26			12			
		17	—	10	12			16	—	02	78
		24	—	11	13			25	—	09	11
		10						13			
		4	—	10	62						
		7	—	11	13			1	—	11	13
		13/2	—	9	86			10	—	11	13
		14	—	04	81			11	—	11	13
		19/2	—	11	64			20	—	07	58
		20	—	01	01			21/1	—	02	02
		21/1	—	00	51			20			
		21/2	—	07	33			5	—	11	38
		22	—	02	28			6	—	11	38
		21						15	—	11	13
		1	—	11	63			16	—	11	13
		10	—	21	38			24/2	—	00	25
		11	—	11	38			24/3	—	00	51
		20	—	07	08			24/4	—	01	26
		21	—	00	51			25/1	—	06	58
								25/2	—	03	03
		22						26			
		16	—	04	55			4	—	06	07
		25	—	10	88			5	—	03	54
		23						6	—	00	09
		5/1	—	04	05			7	—	10	62
		5/2	—	05	56			14	—	11	13
		6	—	11	38			17/1	—	01	26
		14	—	02	78			17/2	—	09	86
		15	—	10	38			24	—	11	13
		16	—	01	77			32			
बीकानेर	221	5						4	—	10	88
		10	—	05	56			3	—	00	25
		11	—	11	13			7/2	—	07	58
		20	—	11	13			8	—	04	55
		21	—	11	12			13	—	07	33
								14/2	—	00	51
		11						18	—	11	38
		5/1	—	00	10			23	—	11	13

1	2	3	4	5	6	1	2	3	4	5	6
शेखपुर शिकारपुर (जारी)		36				मुस्ताफापुर (जारी)		16			
		3	—	11	13			4/1	—	07	59
		8	—	11	13			4/2	—	03	54
		12	—	02	78			7	—	11	13
		13/1	—	07	33			14	—	11	13
		13/2	—	01	26			17	—	08	60
		18	—	03	04			18	—	02	53
		19	—	08	09			23	—	08	09
		22/1	—	01	01			24	—	03	04
		22/2	—	08	86						
								19			
		42						3	—	11	13
		2	—	18	12			8	—	10	12
		3/1	—	00	25			13	—	11	13
		9	—	09	87			18	—	11	13
		19	—	09	86			22/2	—	00	09
		20	—	03	27			23	—	11	13
		21	—	06	58			34			
		22	—	04	55			2	—	03	54
								3	—	07	59
		46						8	—	02	53
		1/1	—	18	05			9	—	08	60
		1/2	—	07	08			12	—	11	13
		2	—	00	06			19	—	11	13
		10/1	—	01	77			22	—	11	13
		10/2	—	03	04						
								39			
								2	—	11	13
								9	—	10	12
								11/1	—	03	29
								11/2	—	02	28
								12	—	05	56
								19	—	01	52
								20	—	09	61
								21	—	05	06
मुस्ताफापुर	256	3				देहना	255	7			
		10	—	03	79	बिपासपुर		18	—	00	25
		11/1	—	00	03			19	—	08	60
								22	—	11	13
		4									
		6	—	07	59			21			
		15/1	—	03	29			2	—	10	62
		15/2	—	06	07			9	—	11	13
		16	—	11	12			12	—	11	13
		25	—	10	11			19	—	10	87
								20	—	00	51
		5						21	—	04	56
		5	—	11	12						
		6	—	11	12						
		14	—	02	53						
		15	—	08	60						
		16	—	02	53						
		17	—	08	60						
		24/1	—	01	01						
		24/2	—	10	12						

1	2	3	4	5	6	1	2	3	4	5	6
देहना विद्यालपुर (जारी)						रोहड़ाई (जारी)					
	22	—		06	58		19/2	—		00	51
	24						22/1	—		02	78
	1	—		10	12		22/2	—		04	81
	2	—		01	26		23/1	—		02	77
	10/1	—		10	12		23/2	—		01	52
	11/1	—		00	76		42				
	11/2	—		10	62		2	—		10	88
	20	—		11	13		3	—		00	25
	21	—		09	86		9/1	—		04	30
							9/2	—		06	83
	38						12/1	—		07	84
	1	—		10	12		12/2	—		03	29
	39						19	—		11	13
	5	—		00	76		21	—		00	06
							22	—		11	13
							53				
रोहड़ाई							1	—		03	54
230	11						2	—		07	59
	25	—		05	31		9	—		01	26
	12						10	—		08	09
	21/1	—		00	76		11	—		08	85
	14						20/1	—		10	62
	5	—		11	13		21/2	—		07	08
	6	—		11	13		60				
	15	—		10	37		1	—		11	13
	16	—		11	12		10	—		11	13
	25	—		10	37		61				
	23						25	—		11	13
	4	—		06	07		70				
	5	—		06	07		5	—		11	13
	6	—		00	76		6	—		11	13
	7	—		10	88		16	—		10	37
	17	—		11	13		17	—		00	76
	24	—		10	37		24	—		05	56
	26						25	—		05	56
	4	—		11	13		83				
	7	—		10	12		4	—		10	62
	8	—		01	52		14	—		11	13
	13	—		06	57		90				
	14	—		04	55		3	—		03	04
	17	—		00	25		4	—		08	09
	18	—		10	87		7	—		03	04
	23	—		11	13		8	—		08	09
	37						13	—		10	62
	3	—		02	28		18	—		11	13
	13	—		11	13		23	—		11	13
	18	—		03	04		101				
	19/1	—		01	25						

1	2	3	4	5	6	1	2	3	4	5	6
रोहड़ाई (जारी)		3	---	11	13			16/2	---	11	13
		8	---	10	37			25/1	---	11	13
		9	---	00	51			63			
		12	---	06	07			4	---	00	76
		13	---	05	06			5	---	10	37
		18	---	00	76			6	---	05	56
बाठ	250	46						7	---	05	56
बसोता		24	---	00	06			14	---	10	62
		55						15	---	00	51
		3	---	08	85			17	---	11	13
		8	---	11	13			24	---	11	13
		13	---	04	55			78			
रसूलपुर	234	6						4	---	10	12
		22	---	01	26			7	---	11	13
		23/1	---	02	53			13	---	01	01
		8						14/1	---	10	12
		2	---	08	09			17/2	---	04	55
		3	---	04	05			18	---	06	58
		8	---	00	50			23	---	10	88
		9	---	10	88			24/1	---	00	25
		12	---	11	13			91			
		19	---	10	12			3/1	---	03	54
		22	---	05	31			8	---	09	35
		19						9	---	00	76
		2	---	09	85			13/1	---	01	86
		9	---	09	11			13/2	---	09	36
		10/1	---	01	26			18	---	11	13
		10/2	---	01	01			22	---	00	31
		11/1	---	03	54			23	---	04	05
		11/2	---	04	81	चंग	238	13			
		12	---	00	76			16	---	00	10
		20	---	11	13			25	---	02	53
		21	---	11	13			14			
		22						10	---	09	86
		1	---	11	13			11	---	11	13
		10	---	11	13			20	---	10	88
		11/1	---	11	13			21	---	08	60
		20/2	---	06	83			15			
		21/1	---	01	52			1/1	---	00	76
								1/2	---	00	51
		23				गुरावड़ा	245	51			
		15/2	---	00	25			18	---	00	25
		16	---	05	06			23	---	01	77
		25	---	03	55			111			
पाह्लाबास	236	53						5/2	---	04	30
		15/1	---	02	28			6	---	07	58

1	2	3	4	5	6	1	2	3	4	5	6
गुपावड़ा (जारी)	7	—	03	54		6/1	—	08	10		
	15/1	—	01	52		15/2	—	10	62		
	14/1	—	07	58		15/3	—	00	76		
	14/2	—	02	28		16	—	11	38		
	17	—	11	38							
	24/1	—	09	11		25	—	11	38		
	24/2	—	02	02		184					
	114					1/1	—	06	07		
	4/1	—	04	55		1/2	—	01	52		
	4/2	—	05	31		10/2	—	04	04		
	7/1	—	09	61		204					
	7/2	—	01	52		4	—	01	77		
	13	—	01	26		5	—	12	39		
	14	—	09	86		हंसावास 240 9					
	17/1	—	03	05		19/7	—	09	86		
	17/2	—	01	01		21	—	04	30		
	18/1	—	03	54		32	—	06	83		
	18/2	—	03	54		10					
	23/1	—	06	58		1/2	—	10	88		
	23/2	—	04	55		2	—	00	25		
	24/1	—	00	25		10	—	11	13		
	145					11	—	11	13		
	3	—	11	13		20/2	—	03	79		
	8	—	11	13		11					
	13	—	04	56		16	—	06	58		
	18	—	02	02		25/1	—	03	54		
	23/1	—	02	02		25/2	—	03	79		
	23/2	—	07	34		22					
	151					5	—	11	38		
	2	—	10	37		6/1	—	05	31		
	3	—	01	01		6/2	—	04	81		
	9	—	11	13		7/2	—	01	52		
	12	—	11	38		14	—	09	86		
	19	—	11	38		15	—	01	26		
	21/2	—	00	25		17	—	11	64		
	22	—	11	13		24	—	10	62		
	177					25					
	1	—	05	06		3	—	00	25		
	2	—	06	07		4	—	08	85		
	9/2	—	00	76		7	—	00	76		
	10	—	10	37		8	—	10	62		
	11	—	11	38		13	—	10	12		
	20	—	11	38		18	—	11	13		
	21/1	—	03	04		23	—	11	13		
	21/2	—	08	09		36					
	183					3	—	11	13		
	5/2	—	00	51							

1	2	3	4	5	6	1	2	3	4	5	6
इसावास (जारी)	8		—	08	09			7/2/2	—	04	55
	9		—	01	77			14	—	11	13
	12		—	09	12			17	—	10	88
	13		—	02	53			18	—	01	52
	19		—	10	62			23/1	—	03	79
	22		—	07	58			23/2	—	03	04
	38							24/1	—	01	52
	2		—	11	13			29	—	04	05
	11		—	00	26			28			
	12		—	09	86			3	—	09	36
	19		—	06	58			4	—	01	01
	20		—	04	55			8	—	10	12
	21/1		—	03	29			13	—	11	13
	21/2		—	04	56			18	—	11	13
	22		—	00	51			22	—	02	53
	48										
	25		—	01	77			23/1	—	08	60
	49							30			
	1		—	04	30			2	—	08	09
	10		—	11	13			3	—	03	04
	11/3		—	08	09			9	—	11	38
	11/2		—	01	52	कानोहरी	242	16			
	20		—	10	12			4	—	02	53
	21		—	09	36			6	—	11	38
	26		—	06	83			14	—	00	51
	50							15	—	10	87
	1		—	03	54			16	—	04	55
	10/1		—	00	06			17	—	06	58
	51							24	—	11	38
	5		—	07	84			25	—	00	07
	6		—	11	13			20			
	15		—	11	12			4/2	—	11	38
	16		—	11	13			7/1	—	05	06
	25		—	11	13			7/2	—	05	31
	62							14	—	11	38
	4		—	07	08			17	—	08	85
गाम्दला	243	26						18/1	—	01	52
		8		—	00	25		23	—	09	36
		12		—	08	60		24	—	02	28
कानोहरी	241	10						34			
		16		—	10	88		3	—	11	38
		25		—	10	88		13	—	11	38
		14						18/2	—	11	38
		4		—	04	55		22/1	—	01	26
		5/1		—	02	53		23/1	—	05	82
		6/3/1		—	00	03		23/2	—	00	25
		7/1/1		—	02	28		41			

1	2	3	4	5	6	SCHEDULE					
						Tehsil : Rewari	District : Rewari	State : Haryana			
						Name of Village	Hadbast	Mustateel Killa No.	Area		
									Hec-tare	Ac-re	Centiare
						1	2	3	4	5	6
	2	---		09	36	Jaitrawas	143	12			
	3/1	---		02	28			7	—	00	25
	9/1	---		01	77			18	—	01	26
	9/2	---		09	36			19/2	—	11	13
	12/1	---		08	35			21	—	00	25
	12/2	---		01	77			13			
	19	---		11	13			10	—	13	40
	21/2/1	---		00	25			15			
	21/2/2	---		01	01			1	—	09	11
	22	---		09	86			2	—	00	25
	56							25			
	1/1	---		04	55			3	—	06	58
	1/2	---		03	29	Bharawas	145	49			
	2/1	---		03	54			8/1	—	07	59
	10	---		10	12			9/1/1	—	03	54
	11/2	---		11	13			9/2/1	—	01	51
	20/2	---		11	13			12/2/1	—	00	25
	21	---		10	12			54			
	60							18/2/1	—	05	82
	1	---		05	56			18/2/2	—	00	09
	61							106			
	6/2	---		04	05			9/1	—	00	25
	15	---		12	14			110			
								24/1	—	04	30
								24/2	—	08	35
								120			
								13/1	—	07	84
								13/2	—	04	30
						Asaka	144	54			
								24/1	—	06	83
								78			
								4/2	—	09	36
								5	—	03	29
								108			
								13	—	11	13
								18	—	01	26
								19	—	07	33
								109			
						Jatuwas	148	17	—	12	39
								29			
								21/2/2	—	02	28
								38			
								1	—	00	25
								2	—	12	90
								8/1/1	—	04	05
								8/1/3	—	01	26
								49			
								6/1	—	06	07
								6/2	—	01	26
								6/3	—	04	30

[संख्या आर-31015/1/92-ओ आर-1 (पार्ट 2)]

कुलदीप सिंह, अव्वर सचिव

New Delhi, the 16th February, 1993

S.O. 479.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. 629, dated the 22nd February, 1992, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act) the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipeline for the transport of petroleum;

And whereas the copies of the said Gazette notification were made available to the public on 17th March, 1992.

And whereas the Competent Authority in pursuance of sub-section (1) of section 6 of the said Act has made his report to the Central Government;

And whereas the Central Government after considering the said report is satisfied that the right of user in the lands specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the lands specified in the Schedule appended to this notification are hereby acquired;

And further in exercise of the powers conferred by sub-section (4) of the said section, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government, vest free from all encumbrances in the Indian Oil Corporation Limited.

1	2	3	4	5	6	1	2	3	4	5	6
Husainpur	134	2						9/3	—	00	76
		19	—	03	54			10/1	—	08	35
		22/1	—	10	37			10/2	—	01	52
		22/2	—	03	04			10/3	—	00	50
		14						10/4	—	00	25
		13/1	—	05	06			11	—	06	83
		15/2	—	02	78	Chandawas	117	7			
		16	—	12	91			24/1	—	06	07
		24/1	—	03	29			24/2	—	03	04
		24/2	—	07	84			25	—	04	05
		25/1	—	01	26			14			
		15						4	—	11	38
		1/2	—	01	01			7	—	11	13
		1/3	—	03	54			8/1	—	00	12
Rampura	132	3						13	—	07	59
		18	—	04	81			14	—	04	05
		100						17	—	09	51
		5	—	01	52			18	—	11	13
Qutabpur Maula	131	22						23	—	11	12
		12/1	—	02	02			17			
		19/2/1	—	06	83			3	—	10	12
		19/2/2	—	03	79			8	—	11	13
		20	—	01	26			13	—	11	13
		22/1	—	11	13			18	—	10	12
		26						23	—	11	13
		2/1	—	09	86			26			
		9/1/1	—	05	06			2	—	00	51
		9/1/2	—	00	25			3	—	10	87
		9/2	—	00	51			8	—	02	53
		9/3	—	05	57			9	—	00	50
		12	—	11	13			12	—	05	56
		19	—	10	37			13/1	—	02	28
		22	—	05	06			13/2	—	01	26
		26	—	08	86			18	—	04	81
		42						26	—	07	58
		2	—	02	28	Bhudpur	116	4			
		3	—	04	05			21	—	11	13
		13/1/1	—	04	05			12			
		13/1/2	—	07	08			25	—	02	02
		18	—	03	54			13			
Kana Majra	126	7						1	—	11	13
		19/1	—	01	77			10	—	11	13
		19/2	—	02	02			11	—	11	13
		22/2/1	—	07	33			20	—	11	13
		22/2/2	—	01	01			21	—	10	12
		22/3	—	04	05			16			
		9						10	—	01	26
		2/2	—	11	13			17			
		9/1	—	02	78			5	—	06	07
		9/2	—	08	35			6	—	10	12
		12	—	11	13			15	—	04	81
		19/1	—	02	78			16	—	16	19
		19/2	—	08	60			25/1	—	08	60
		21/2/1	—	00	10			25/2	—	01	77
		21/2/2	—	04	81			24			
		22	—	07	08			5/2	—	08	85
		15						6/2/2	—	08	85
		2	—	00	25			15/1/1	—	09	35
		10	—	09	61			15/2	—	01	77
		11	—	11	13			16	—	09	61
		20	—	11	13			17	—	02	53
		21/1	—	03	29			24	—	07	08
		21/2	—	03	29			25	—	05	06
		19						28			
		1	—	11	13			4/1	—	04	05
		9/1	—	00	25			4/2	—	07	08

1	2	3	4	5	6	1	2	3	4	5	6
		5/1	—	00	76			19	—	05	56
		5/2	—	00	12			20	—	06	07
		7	—	11	13			21	—	4	05
		14/1	—	04	30			46			
		14/2	—	06	32			4	—	08	09
		15	—	00	51			5	—	03	54
Gokal Garh	119							6	—	00	25
		21						7	—	09	36
		24	—	04	04			14	—	11	64
		22						17	—	11	13
		3	—	11	13			24	—	1	13
		4	—	00	10			56			
		8	—	08	60			4	—	11	13
		44						7	—	11	13
		18	—	00	25			13	—	00	76
		22	—	08	60			14	—	10	61
		23	—	00	10			17	—	05	57
		46						18	—	06	58
		2	—	11	38			23	—	07	08
		9	—	11	13						
		12	—	11	13	Lasana	220	1			
		19	—	11	13			16	—	10	12
		22	—	11	13			25	—	11	13
		74						8			
		1/3	—	01	51			5	—	11	13
		2	—	09	61			6	—	11	13
		9/1	—	01	51			7	—	00	25
		9/2	—	04	29			14	—	05	07
		10/1	—	06	07			15	—	07	08
		11	—	09	86			16	—	01	26
		12/1	—	01	51			17	—	10	12
Asspur	114							24	—	11	13
		26						10			
		8	—	02	53			4	—	10	62
		13	—	11	13			7	—	11	13
		18	—	11	13			13/2	—	9	86
		23	—	11	13			14	—	04	81
		27						19/2	—	11	64
		3	—	11	12			20	—	01	01
		8	—	10	88			21/1	—	00	51
		9	—	00	25			21/2	—	07	33
		12	—	04	55			22	—	02	28
		13	—	07	59			21			
		19	—	11	13			1	—	11	63
		22	—	01	52			10	—	11	38
Gindokhar	113							11	—	11	38
		18						20	—	07	08
		16	—	02	28			21	—	00	51
		17	—	06	83			22			
		24	—	11	38			16	—	04	55
		22						25	—	10	88
		4	—	11	38			23			
		7	—	11	38			5/1	—	04	05
		13	—	2	28			5/2	—	05	56
		14	—	08	60			6	—	11	38
		17	—	02	02			14	—	02	78
		18	—	09	36			15	—	10	38
		23/1	—	01	26			16	—	01	77
		29									
		24	—	00	51	Bikaner	221	5			
		25	—	14	16			10	—	05	56
		39						11	—	11	13
		3/2	—	07	58			20	—	11	13
		1/3	—	04	05			21	—	11	12
		8	—	11	38			11			
		39						5/1	—	00	10
		9	—	00	07			5/2	—	03	04
		12	—	08	60			6	—	09	10
		13	—	07	34			15	—	10	12

1	2	3	4	5	6	1	2	3	4	5	6
		12						46			
		1/1	—	00	25			1/1	—	04	05
		1/2	—	08	85			1/2	—	07	08
		10/1	—	02	28			2	—	00	06
Shekhpur	224	2						10/1	—	01	77
Shikarpur								10/2	—	03	04
		21	—	07	84	Mustafapur	256	3			
		12						10	—	03	79
		16	—	02	78			11/1	—	00	03
		25	—	09	11			4			
		13						6	—	07	59
		1	—	11	13			15/1	—	03	29
		10	—	11	13			15/2	—	06	07
		11	—	11	13			16	—	11	12
		20	—	09	58			25	—	10	11
		21/1	—	02	02			5			2
		20						5	—	11	12
		5	—	11	38			6	—	11	12
		6	—	11	38			14	—	02	53
		15	—	11	13			15	—	08	60
		16	—	11	13			16	—	02	53
		24/2	—	00	25			17	—	08	60
		24/3	—	00	51			24/1	—	01	01
		24/4	—	01	26			24/2	—	10	12
		25/1	—	06	58			16			
		25/2	—	03	03			4/1	—	07	59
		26						4/2	—	03	54
		4	—	06	07			7	—	11	13
		5	—	03	54			14	—	11	13
		6	—	00	09			17	—	08	60
		7	—	10	62			18	—	02	53
		14	—	11	13			23	—	08	09
		17/1	—	01	26			24	—	03	04
		17/2	—	09	86			17			
		24	—	11	13			3	—	11	13
		32						8	—	10	12
		4	—	10	88			13	—	11	13
		3	—	00	25			18	—	11	23
		7/2	—	07	58			22/2	—	00	09
		8	—	04	55			23	—	11	13
		13	—	07	33			34			
		14/2	—	00	51			2	—	03	54
		18	—	11	38			3	—	07	59
		23	—	11	13			8	—	02	53
		36						9	—	08	60
		3	—	11	13			12	—	11	13
		8	—	11	13			19	—	11	13
		12	—	02	78			22	—	11	13
		13/1	—	07	33			39			
		13/2	—	01	26			2	—	11	13
		18	—	03	04			9	—	10	12
		19	—	08	09			11/1	—	03	29
		22/1	—	01	01			11/2	—	02	28
		22/2	—	08	86			12	—	05	56
		42						19	—	01	52
		2	—	10	12			20	—	09	61
		3/1	—	00	25			21	—	05	06
		9	—	09	87			7			
		19	—	09	86	Tehna Dipalpur	255	18	—	00	25
		20	—	01	27			19	—	08	60
		21	—	06	58			22	—	11	13
		22	—	04	55						

	2	3	4	5	6	1	2	3	4	5	6
		19				Groawara	245	51			
		2	—	09	85			18	—	00	25
		9	—	09	11			23	—	01	77
		10/1	—	01	26			111			
		10/2	—	01	01			2	—	04	30
		11/1	—	03	54				—	07	58
		11/2	—	04	81				—	03	54
		12	—	00	76			1/1	—	01	52
		20	—	11	13			1/1	—	07	58
		21	—	11	13			1/1	—	02	28
		22						1	—	11	38
		1	—	11	13			1/1	—	09	11
		10	—	11	13			1/2	—	02	02
		11/1	—	11	12			14			
		20/2	—	06	83			1/1	—	04	55
		21/1	—	01	52			1/2	—	05	31
		23						1/1	—	09	61
		15/2	—	00	25			1/2	—	01	52
		16	—	05	06			3	—	01	26
		25	—	03	55			4	—	09	86
Pahlawas	236	53						17/1	—	03	05
		15/1	—	02	28			17/2	—	01	01
		16/2	—	11	13			18/1	—	03	54
		25/1	—	11	13			18/2	—	03	54
		63						23/1	—	06	58
		4	—	00	76			23/2	—	04	55
		5	—	10	37			24/1	—	00	25
		6	—	05	56			145			
		7	—	05	56			3	—	11	13
		14	—	10	62			8	—	11	13
		15	—	00	51			13	—	04	56
		17	—	11	13			18	—	02	02
		24	—	11	13			23/1	—	02	02
		78						23/2	—	07	34
		4	—	10	12			151			
		7	—	11	13			2	—	10	37
		13	—	01	01			3	—	01	01
		14/1	—	10	12			9	—	11	13
		17/2	—	04	55			12	—	11	38
		18	—	06	58			19	—	11	38
		23	—	10	88			21/2	—	00	25
		24/1	—	00	25			22	—	11	13
		91						177			
		3/1	—	03	54			1	—	05	06
		8	—	09	35			2	—	06	07
		9	—	00	76			9/2	—	00	76
		13/1	—	0x	26			10	—	10	37
		13/2	—	09	36			11	—	11	38
		18	—	11	13			20	—	11	38
		22	—	00	51			21/1	—	03	04
		23	—	04	05			21/2	—	08	09
Chang	238	13						183			
		16	—	00	10			5/2	—	00	51
		25	—	02	53			6/1	—	08	10
		14						15/2	—	10	62
		10	—	09	86			15/3	—	00	76
		11	—	11	13			16	—	11	38
		20	—	10	88			25	—	11	38
		21	—	08	60			184			
		15						1/1	—	06	07
		1/1	—	00	76			1/2	—	01	52
		1/2	—	00	51			10/2	—	03	04

1	2	3	4	5	6	1	2	3	4	5	6
		204						50			
		4	—	01	77			1	—	03	54
		5	—	12	39			10/1	—	00	06
Hansawas	240	9						51			
		19/2	—	09	86			5	—	07	84
		21	—	04	30			6	—	11	13
		22	—	06	83			15	—	11	12
		10						16	—	11	13
		1/2	—	10	88			25	—	11	13
		2	—	00	25			62			
		10	—	11	13			4	—	07	8
		11	—	11	13	Gandla	243	26			
		20/2	—	03	79			8	—	00	25
		11						12	—	08	60
		16	—	06	58						
		25/1	—	03	54						
		25/2	—	03	79	Kahnora	241	10	10		
		22						16	—	10	88
		5	—	11	38			25	—	10	88
		6/1	—	05	31			14			
		6/2	—	04	81			4	—	04	59
		7/2	—	01	52			5/1	—	02	53
		14	—	09	86			6/3/1	—	00	03
		15	—	01	26			7/1/1	—	02	28
		17	—	11	64			7/2/2	—	04	55
		24	—	10	62			14	—	11	13
		25						17	—	10	88
		3	—	00	25			18	—	01	52
		4	—	08	85			23/1	—	03	79
		7	—	00	76			23/2	—	03	04
		8	—	10	62			24/1	—	01	52
		13	—	10	12			29	—	04	05
		18	—	11	13			28			
		23	—	11	13			3	—	09	36
		36						4	—	01	01
		3	—	11	13			8	—	10	12
		8	—	08	09			13	—	11	13
		9	—	01	77			18	—	11	13
		12	—	09	12			22	—	02	53
		13	—	02	53			23/1	—	08	60
		19	—	10	62			30			
		22	—	07	58			2	—	08	09
		38						3	—	03	04
		2	—	11	13			9	—	11	38
		11	—	00	26	Kahnori	242	16			
		12	—	09	86			4	—	02	53
		19	—	06	58			6	—	11	38
		20	—	04	55			14	—	00	51
		21/1	—	03	29			15	—	10	87
		21/2	—	04	56			16	—	04	55
		22	—	00	51			17	—	06	58
		48						24	—	11	38
		25	—	01	77			25	—	00	07
		49						20			
		1	—	04	30			4/2	—	11	38
		10	—	11	13			7/1	—	05	06
		11/1	—	08	09			7/2	—	05	31
		11/2	—	01	52			14	—	11	38
		20	—	10	12			17	—	08	85
		21	—	09	36			18/1	—	01	52
		25	—	06	83			23	—	09	36
								24	—	02	28

1	2	3	4	5	6
Kahndri (Contd.)	34				
	3	—	11	38	
	13	—	11	38	
	18/2	—	11	38	
	22/1	—	01	26	
	23/1	—	05	82	
	23/2	—	00	25	
	41				
	2	—	09	36	
	3/1	—	02	28	
	9/1	—	01	77	
	9/2	—	09	36	
	12/1	—	08	35	
	12/2	—	01	77	
	19	—	11	13	
	21/2/1	—	00	25	
	21/2/2	—	01	01	
	22	—	09	86	
	56				
	1/1	—	04	55	
	1/2	—	03	29	
	2/1	—	03	54	
	10	—	10	12	
	11/2	—	11	13	
	20/2	—	11	13	
	21	—	10	12	
	60				
	1	—	03	56	
	61				
	6/2	—	04	05	
	15	—	12	14	

[No. R-31015/1/92-O.R-I (Part-II)]
KULDIP SINGH, Under Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय
(स्वास्थ्य विभाग)

नई दिल्ली 15, दिसम्बर, 1992

का. प्रा. 480. केन्द्रीय सरकार, भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय आयुर्विज्ञान परिषद से परामर्श करने के पश्चात् उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित और संशोधन करती है, अर्थात्:-

- (1) प्रथम अनुसूची में, "मद्रास विश्वविद्यालय" शीर्षक के नीचे की प्रविष्टियों के पश्चात् निम्नलिखित प्रविष्टि अन्तः स्थापित की जाएगी अर्थात् :-

"डिप्लोमा इन मेडिसिन डी.एम.(ज. वि.)"
(जठरांत्र विज्ञान)

- (2) "डा. एम. जी. आर. आयुर्विज्ञान विश्व-विद्यालय मद्रास" शीर्षक के नीचे की प्रविष्टियों के पश्चात् निम्नलिखित प्रविष्टि अन्तः स्थापित की जाएगी, अर्थात्:-

"डिप्लोमा इन मेडिसिन डी.एम.(ज. वि.)"
(जठरांत्र विज्ञान)

- (3) "महात्मा गांधी विश्वविद्यालय" शीर्षक के नीचे की प्रविष्टियों के पश्चात् निम्नलिखित प्रविष्टियाँ रखी जाएंगी, अर्थात्:-

"डॉक्टर आफ मेडिसिन एम.डी.(सम. प्रा.)"
(समुदाय आयुर्विज्ञान)

डॉक्टर आफ मेडिसिन
(शरीर रचना विज्ञान) एम.डी.(श.र.वि.)

- (4) "गोहाटी विश्वविद्यालय" शीर्षक के नीचे की प्रविष्टियों के पश्चात् निम्नलिखित प्रविष्टि रखी जाएगी, अर्थात्:-

"डॉक्टर आफ मेडिसिन एम.डी.(न्या. प्रा.)"
(न्याय आयुर्विज्ञान)

[सं बो 11015/33/92-एम.ई.(यू.जी.)]

आर. विजयकुमारी, डीस्क अधिकारी

MINISTRY OF HEALTH AND FAMILY WELFARE
(Department of Health)

New Delhi, the 15th December, 1992

S.O. 480.—In exercise of the powers conferred by sub-section (2) of section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government after consulting the Medical Council of India hereby makes the following further amendments in the First Schedule to the said Act, namely :—

- (1) In the First Schedule, under the heading "UNIVERSITY OF MADRAS" after the entries, the following entry shall be inserted, namely :—

"Diploma in Medicine D. M. (Gastroenterology)—
(Gastroenterology)"

- (2) under the heading "Dr. M.G.R. MEDICAL UNIVERSITY, MADRAS" after the entries, the following entry shall be inserted, namely :—

"Diploma in Medicine (Gastroenterology)—D. M.
(Gastroenterology)"

- (3) under the heading "MAHATMA GANDHI UNIVERSITY", after the entries, the following entries shall be inserted, namely :—

"Doctor of Medicine (Community Medicine)—M. D.
(Com. Med.)

Doctor of Medicine (Physiology)—M. D. (Physiology)"

- (4) under the heading "UNIVERSITY OF GAUHATI", after the entries, the following entry shall be inserted, namely :—

"Doctor of Medicine (Forensic Medicine)—M. D.
(Forensic Medicine)"

[No. V-11015/33/92-ME (UG)]

R. VIJAYAKUMARI, Desk Officer

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 17 फरवरी, 1993

का. अ. 431—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसारण में सूचना और प्रसारण मंत्रालय के निम्नलिखित कार्यालयों को, जिनके कर्मचारीबन्ध ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

1. दूरदर्शन अनुरक्षण केन्द्र, रतलाम
2. दूरदर्शन अनुप्रसारण केन्द्र, रतलाम
3. दूरदर्शन अनुप्रसारण केन्द्र, नागदा
4. दूरदर्शन अनुप्रसारण केन्द्र, सीमच
5. दूरदर्शन अनुप्रसारण केन्द्र, माबुआ।

[संख्या ई. 11011/1/93 हिन्दी]

प्रेम कृष्ण गोरावारा, निदेशक (राजभाषा)

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi the 17th February, 1993

S.O. 481.—In pursuance of Sub-rule (4) of rule 10 of the Official Languages (Use for Official purposes of the Union) Rules, 1976, the Central Government hereby notify the following offices of the Ministry of Information and Broadcasting, the staff whereof have acquired the working knowledge of Hindi :—

1. Doordarshan Maintenance Centre, Ratlam.
2. Doordarshan Relay Centre, Ratlam.
3. Doordarshan Relay Centre, Nagada.
4. Doordarshan Relay Centre, Neemach.
5. Doordarshan Relay Centre, Jhabua.

[No. E-11011/1/93-Hindi]

P. K. GORAWARA, Director (O.L.)

नई दिल्ली, 21 जनवरी, 1993

का. अ. 432.—चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उपधारा (1) तथा चलचित्र (प्रमाणिकरण) निवमावली, 1983 के नियम 7 और 8 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार गुवाहटी में केन्द्रीय फिल्म प्रमाणन बोर्ड के सहायक पैनल को गठित करती है और निम्नलिखित व्यक्तियों को तत्काल प्रभाव से और अगले आदेशों तक उक्त पैनल के सदस्यों के रूप में नियुक्त करती है :—

1. श्री तफज्जुल अली
2. डा. दुर्गेश्वर डोली
3. डा. हरेन दास
4. श्रीमती शानमोखा ककोटी
5. श्रीमती मण्डन चेटिया

6. श्रीमती कुन्ताला डेका

7. श्री अनुप कुमार चौधरी

8. श्री के. एल रोचामा

9. डा. कौनेथ चॉंग्लियाना

10. श्री फ्रैंकिस्टन डब्ल्यू. मोमिन

11. श्री हुस्का सुमी

12. श्री दिलीप चक्रवर्ती

13. श्री सुबल दे

[फ सं 801/9/92-एफ(सी)]

एस. लक्ष्मीनारायणन्, संयुक्त सचिव

New Delhi, the 21st January, 1993

S.O. 482.—In exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act 1952 (17 of 1952) and Rules 7 and 8 of the Cinematograph (Certification) Rules 1983 the Central Government is pleased to constitute advisory panel of the Central Board of Film Certification at Guwahati and appoint the following persons as members of the said panel with immediate effect and until further orders :—

1. Shri Tafazzul Ali
2. Dr. Durgeshwar Doley
3. Dr. Haren Das
4. Mrs. Jnanoda Kakoty
5. Mrs. Makhan Chetia
6. Smt. Kuntala Deka
7. Shri Anup Kumar Chaudhuri
8. Shri K. L. Rochama
9. Dr. Kenneth Chawngliana
10. Shri Frankenstein W. Momin
11. Shri Huska Sumi
12. Shri Dilip Chakraborty
13. Shri Subal Dey

[F. No. 801/9/92-F (C)]

S. LAKSHMINARAYANAN, Jt. Secy.

नई दिल्ली 21 जनवरी, 1993

का. अ. 483.—चलचित्र (प्रमाणिकरण) नियमावली 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार प्रोफेसर सत्य प्रसाद बरुआ को तत्काल प्रभाव से और अगले आदेशों तक केन्द्रीय फिल्म प्रमाणन बोर्ड के सदस्य के रूप में नियुक्त करती है।

[फा सं 801/9/92-एफ(सी)]

एस. लक्ष्मीनारायणन्, संयुक्त सचिव

New Delhi, the 21st January, 1993

S.O. 483.—In exercise of the powers conferred by sub-section (1) of Section 3 of the Cinematograph Act, 1952 (37 of 1952) read with Rule 3 of the Cinematograph (Certification) Rules 1983, the Central Government is pleased to appoint Prof. Satya Prasad Barua as member of the Central Board of Film Certification with immediate effect and until further orders.

[File No. 801/9/92-F (C)]

S. LAKSHMIANARAYANAN, Jt. Secy.

श्रम मंत्रालय

नई दिल्ली, 16 फरवरी, 1993

का.प्र. 484.—औद्योगिक विवाद अधिनियम, (1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ सौराष्ट्र के प्रबन्धतन्त्र के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अन्तर्बन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 2, मुम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16/2/93 को प्राप्त हुआ था।

[संख्या एल 12011/62/85-डी-II (ए)]

एम. के. जैन, डेस्क अधिकारी

MINISTRY OF LABOUR

New Delhi, the 16th February, 1993

S.O. 484.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Bombay as shown in the Annexure in the industrial dispute between the employers in relation to the management of State Bank of Saurashtra and their workmen, which was received by the Central Government on 16-2-1993.

[No. L-12011/62/85-D.II (A)]

S. K. JAIN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 BOMBAY

PRESENT :

Shri P. D. Apathkar, Presiding Officer.

Reference No. CGIT-2/31 of 1986

PARTIES :

Employers in relation to the Management of State Bank of Saurashtra

AND

Their Workmen.

APPEARANCES :

For the Employers—Shri M. J. Sheth, Advocate.

For the workman—Shri N. A. Mehta, Representative.

INDUSTRY : Banking

STATE : Gujarat

Bombay, the 25th January, 1993

AWARD

The Central Government by their Order No. L-12011/62/85-D.II (A) dated 7-8-1986 have referred the following Industrial Dispute to this Tribunal for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947.

491 GI/93—15

"Whether the action of the management of State Bank of Saurashtra in terminating the services of 19 workmen mentioned in the Annexure is justified? If not, to what relief are the workmen concerned entitled?"

Sr. No.	Name of the Worker	Designation
1.	Shri Raiya Veja	Chowkidar
2.	Shri Lilabhai R.	Chowkidar
3.	Shri Udesingh Hamirji	Chowkidar
4.	Shri Jagu Elhal	Chowkidar
5.	Shri Lalabha Godad	Chowkidar
6.	Shri Jaminh Balsinh	Chowkidar
7.	Shri Gambhir Sinh G.	Chowkidar
8.	Shri Natwardan K.	Chowkidar
9.	Shri Balji Kanji	Chowkidar
10.	Shri Nagagan Jutha	Chowkidar
11.	Shri Gulubhai Khimji	Chowkidar
12.	Shri Hamirsinh Navalsinh	Chowkidar
13.	Shri Surabhai Motabhai	Chowkidar
14.	Shri Vikram Kala	Chowkidar
15.	Shri Temubha Renubha	Chowkidar
16.	Shri Kanak Sinh Meruji	Chowkidar
17.	Shri Ramsinh Makabhai	Chowkidar
18.	Shri Man Sinh Amarsinh	Chowkidar
19.	Shri Jayantilal K. Erda	Chowkidar

The case of the said 19 workmen as disclosed from the Statement of claim (Ex. 2) filed on their behalf by the General Secretary of the Saurashtra Majoor Mahajan Sangh, Rajkot, in short is thus :

The Saurashtra Majoor Mahajan Sangh, Rajkot, is the union registered under the Indian Trade Unions Act, 1926. The State bank of Saurashtra, Porbandar had lent huge amounts to Maharana Mills Limited, which was a cotton textile Mill. The said Mill used to employ about 2500 workmen including the workmen in question to safeguard their property. The said Maharana Mills Limited was declared as a closure by the notice dated 11-2-1983. By the said notice dated 11-2-1983 the Maharana Mills Limited terminated the services of all the workmen except the concerned workmen in this reference who were working as watchmen, and those workmen continued in the employment of the Maharana Mills upto 1-3-1983. They were accordingly paid their wages upto the said period. Thereafter from 2-3-1983 without any interruption, the State Bank of Saurashtra took over the services of the workmen in question, and paid them their regular wages and as such the workmen in question were continued in the services of the said bank without any interruption. However the bank by their notice dated 31-12-1983 terminated the services of the workmen in question, and this termination was in breach of the provisions contained in Section 9-A and 25-F of the Industrial Disputes Act. However even thereafter the said workmen continued to perform their regular duties upto 31-3-1984, and the property of the said Mills was guarded and watched by the workmen in question alongwith six more watchmen. However the workmen in question were not paid their wages due from 1-1-1984 to 31-3-1984. As the workmen in question were in the continuous services of the Bank for more than 1 year, and as they were in uninterrupted services firstly with the said mills and then with the said bank, they were entitled to one month's notice, and then the necessary retrenchment compensation from the bank. However the bank has committed a breach of the provisions contained in Sections 9-A and 25-F of the Industrial Disputes Act. Therefore the termination of the services of the workmen in question is void ab-initio, and as

such, they shall be deemed to be continued in the services of the bank, and they are entitled to their regular wages due from 1-1-1984 and onwards till they are reinstated in the services of the bank. The said mill is still closed, and the property of the mill is in possession of the bank and is watched and guarded by the bank by new recruits got through a contractor. However the workman in question were not offered those posts, and as such the bank management has committed a breach of the provisions contained in Section 25-H of the Industrial Disputes Act. The union therefore lastly prayed that this Tribunal should direct the bank to reinstate the workmen in their services with full back wages from 1-1-1984 till they are reinstated in their services.

2. The said union filed a further Additional Statement of claim (Ex. 2-A) and alleged thus :

"Shri Jayantilal K. Erda was serving in the Maharana Mills, Porbandar, as a peon-cum-watchman at Villa No. 7 belonging to mill. As the said mills were closed and as the possession of the property of the mills including the Villa No. 7 was taken over by the said bank, the services of abovesaid Erda were taken over by the bank along with the other 18 watchmen in question.

The State Bank of Saurashtra, by their Written Statement (Ex. 3) contested the claim of the said union, and in substance contended thus :

Not dates regarding the termination of the services of the workmen in question are mentioned in the reference, and as such, the present reference is vague and bad in law and not tenable in law. The Maharana Mills Limited had borrowed a large amount of loan from the said bank. The said Mills were declared as a closure by the notice dated 11-2-1983. It was a total closure, and as per the closure notice itself, the services of all the employees including the workmen in question were terminated, and it was further declared that all those employees would be entitled to past salaries, notice pay and the other legal benefits. It is not true that the said mills terminated the services of all the workmen except the workmen in question. It is also not true that on and from 2-3-1983 the State Bank took over the services of the workmen in question. The bank who was saddled with the responsibility of safeguarding the property of the said mills, had to take steps to protect the property of the mills, and hence, employed the watchmen on temporary basis and on daily wages, as a temporary arrangement. As the services of the workmen in question under the mills had come to end from the date of the closure of the mills, the services of those workmen under the mills cannot be tagged to the services under the bank. From the inception, the bank wanted to make their own arrangement to watch the property, but purely on humanitarian grounds, the bank employed the workmen in question as fresh employees on temporary basis and on daily wages from 2-3-1983. This was never to be a permanent arrangement but was only a stop gap arrangement to the knowledge of the workmen in question. Therefore as soon as the better arrangements were completed, the bank by their notice dated 31-12-1983 terminated the services of the workmen in question w.e.f. 31-12-1983, and from that date no workmen in question remained in the services of the bank onwards. It is not true that the said workmen continued in the services of the bank after 31-12-1983 upto 31-3-1984. It is also not true that the said workmen were guarding the mills along with the six other watchmen. The termination of the services of the workmen in question is not in any way in breach of the provisions contained in section 9-A or under Section 25-F of the Industrial Disputes Act. The workmen in question did not possess the necessary qualifications and the service-eligibility, and as such they could not have been employed in the services of the bank as regular employees. However, purely on humanitarian grounds the bank had employed them only for a temporary period pending the finalisation of suitable arrangements. As the said workmen were not in

the services of the bank from 1-1-1984, the bank is not liable to pay any wages to them. The union, if at all wants to claim any relief, can claim it from the said mills, and not from the bank. As the said workmen were not in the services of the bank for more than 1 year, the provisions of Section 25-F of the Industrial Disputes Act are not attracted to the present case. Therefore these provisions of section 25-H are also not attracted in the present case. As regards the workman Shri J. K. Erda, the bank management contended thus :

"There was no relationship of Master and Servant between the Bank and Shri Erda. He was never on the pay-roll of the Bank. He was looking after the Guest House of the Mill Company, and on the instructions of the mill company, the bank on behalf of the mill company had paid certain amounts to Shri Erda and debited the amounts to the account of the Mill Company. Later on the said Guest House was rented to Saurashtra Cement and Chemicals Industries Private Ltd., who took over the services of Shri Erda w.e.f. 1-5-1984, and as such Shri Erda cannot claim any relief from the bank, but can claim it, if any, from the said company. The bank management further contended that the said union had filed a Civil Suit No. 1 of 1984 in the court of Civil Judge (Senior Division) at Porbandar for a declaration that they were employees of the bank. However that suit was later on unconditionally withdrawn by them, and as such, the present relief claimed by them is barred by the principle of estoppel/acquiescence. The bank management therefore, lastly prayed for the rejection of the prayer of the union. The bank management filed their further Additional Written Statement (Ex. 3-A) and contended thus :—

In the present reference the main question that will have to be decided is whether the closure of the Maharana Mills was partial or complete, and unless that matter is decided by the competent court the union cannot claim that the workmen in question were in continuous services of the mills and of the bank, if any. The Maharana Mills Company Limited is governed by the provisions of the Bombay Industrial Relations Act, and the Assistant Labour Commissioner (State) and the State Industrial Court are the proper authorities to hear the disputes between the said mills and their workmen. However, the union did not raise their dispute accordingly. Therefore the present Central Government Industrial Tribunal has no jurisdiction to decide the matter in question involved between the said mills on one side and the workmen in question on the other side.

4. The Issues framed at Ex. 4 are :

- (1) Whether the present reference, without mentioning the dates of the termination of the services of the different workmen, is bad in law, and as such, untenable ?
- (2) Whether Maharana Mills is a necessary party ?
- (3) Whether the Maharana Mills Ltd. terminated the services, by their notice dated 11-2-1983, of all the employees, except those of the 19 workmen in question ?
- (4) Whether there existed any relationship of master and servant between the Bank and Shri J. K. Erda ? If not, whether he i.e. Shri Erda is entitled to any relief ?
- (5) Whether the question whether the closure by Maharana Mills Ltd., covered all its workmen or some were left out as contended by the Union, can be gone into in the present reference, in the absence of the Mills as a party to the proceeding ? If not, is the reference legal and valid ?
- (6) Whether the State Bank of Saurashtra had taken over the services of the said 19 workmen without interruption from 2-3-1983 ?

- (7) Whether the said Bank had employed the said workmen as fresh employees and on temporary and daily wages basis from 2-3-1983, to protect their client's property, i.e. that of the said Mills ?
- (8) Whether the said Bank terminated the services of the said workmen w.e.f. 31-12-1983 ?
- (9) Whether the said workmen, as employees of the said Bank, continued performing their regular duties of protecting the property of the said Mills, till 31-3-1984 ?
- (10) Whether the relief claimed under the present reference is barred by the principle of estoppel/acquiescence in view of the unconditional withdrawal of Civil Suit No. 1 of 1984 filed by the Union of the present workmen in the Court of Civil Judge (Senior Division), Porbandar ?
- (11) Whether the termination of the services of the said workmen by the said Bank by the Notice dated 31-12-83 is in contravention of the provisions contained in Sections 9-A and 25-F (b) of the Industrial Disputes Act ?
- (12) Whether the said workmen are entitled to the wages due from 1-1-1984 to 31-3-1984, and if so, from whom ?
- (13) Whether the said Mills/the Bank has committed a breach of the provisions contained in Section 25-H of the Industrial Disputes Act concerning the said workmen ?
- (14) Whether the action of the management of State Bank of Saurashtra in terminating the services of 19 workmen mentioned in the Annexure, is justified ?
- (15) If not, to what relief are the workmen concerned entitled ?
- (16) What Award ?

5. My findings on the said Issues are :

- (1) Tenable in law.
- (2) Yes.
- (3) Yes.
- (4) No.
- (5) Legal and valid
- (6) No.
- (7) Yes.
- (8) Yes.
- (9) No.
- (10) No.
- (11) No.
- (12) No.
- (13) No.
- (14) Yes.
- (15) NIL
- (16) As per below.

REASONS

6. Shri L. K. Joshi, one of the applicants, filed his affidavit (Ex. 7) in support of the case of the workmen and he was cross-examined on behalf of the bank management. Shri J. K. Erda, the 19th workman filed his affidavit (Ex. 20) in support of his case and he was cross-examined on behalf of the bank management. The bank management filed the affidavit of Shri K. M. Gohil (Ex. 25), and he was cross-examined on behalf of the union. According to the workmen, they were previously in the services of the Maharana Mills Limited which was declared as a closure by the notice dated 11-2-1983, and that the workmen were

paid their wages by the Maharana Mills upto 1-3-1983, and that thereafter from 2-3-1983 they were in uninterrupted services of the bank upto 31-3-1984. According to the workmen they were paid their wages by the bank due from 2-3-1983 to 31-12-1983, and that the bank did not pay them their wages due from 1-1-1984 to 31-3-1984 on which date their services were terminated by the bank, and that the bank had not given them the necessary notice, or the wages in lieu of notice, and the retrenchment compensation. According to the bank, they had only temporarily employed the workmen in question to safeguard the property of the Maharana Mills, and that the bank had paid them the necessary wages of the period of 2-3-1983 to 31-12-1983 on behalf of the Maharana Mills Ltd. and that the services of the workmen were terminated by the notice dated 31-12-1983 from that date. According to the bank, no relation of master and servants or employer and employees as such existed between them and the workmen, as the bank was paying the wages on behalf of the Maharana Mills Ltd. and that the workmen were not in the regular services of the bank, but that the bank had only temporarily appointed them to watch the property of the Maharana Mills Ltd. The documentary evidence on record, and also the oral evidence strongly supports the case of the management.

7. The documentary evidence on the record is thus :

Ex. 5 is a Statement regarding the particulars of salary paid to temporary chowkidars including the workmen in question by the bank from March 1983 to December, 1983.

Ex. 6 is a Statement showing the amounts paid by the bank to the Security Contractor Shri Atiya Bhoja during the years of 1984, 1985 and 1986. It is seen from the Statement that the amount of Rs. 5,600 was being paid per month by the bank to Shri Atiya Bhoja. It is thus quite clear that the bank had employed the watchmen including the workmen in question through the Security Contractor Shri Atiya Bhoja, and as such, the workmen were not in the regular services of the bank.

Ex. 9 is the letter dated 6-7-1983 signed by the workmen in question and others which states thus :

"We hereunder signatory employees of Maharana Mill hereby state that State Bank of Saurashtra, Manekchowk Branch has employed us purely on compassionate ground. As the Mill Company has closed and our family are nearly starvation position and at our request Bank has employed us purely on temporary basis.

We further also confirm that we shall not have any claim or rights of any employment in the Bank. Our services are purely temporary in nature and rules and regulations of temporary employment in Bank will be applicable to us."

It is thus quite clear from this letter dated 6-7-1983 that the workmen in question and others were employed by the bank purely on temporary basis and on compassionate grounds, and that they were not in the regular service of the bank.

Ex. 10 is the copy of the Cash Credit Account maintained by the bank, and the Maharana Mills has been described therein as a borrower. It is seen from this account that certain amounts were debited to the account of Maharana Mills towards the salary of the temporary chowkidars by the bank from time to time from 1-3-1983 to 1-3-1984. It is thus quite clear from this Cash-Credit Account that the bank was pay in the amounts, i.e. the wages to the workmen for and on behalf of the Maharana Mills, and hence those amounts were debited in the account of the Maharana Mills. Therefore no relationship of master and servant existed between the bank and the workmen. As those workmen were looking after the property of the Maharana Mills which was declared as a closer, the bank was paying the wages to the workmen watchmen on behalf of the Maharana Mills. The workman Shri L. K. Joshi admitted in his cross-examination thus :

From 11-2-83 to 1-3-1983 the Maharana Mills had engaged their services in the mills and the Maharana Mills were making the payments to them. The Manager of the State Bank of Saurashtra had engaged them as watchmen from 2-3-1983 without their application and without taking their interviews. Before a person is appointed as a watchman etc., firstly his application is invited by the bank and his interview is taken by the bank. It is thus quite clear from the said statement made by that workman that the workmen in question were not employed in the regular services of the bank but were employed only on temporary basis, and the wages were being paid by the bank on behalf of the mills. The said workman further stated in his cross-examination that, "Shri Bhoja was a retired watchman of the bank, and the bank had given him a contract from 1-1-1984 for making the security arrangements." Therefore the workmen in question were not in the direct services of the bank. The management witness Shri K. M. Gohil, the Branch Manager, stated in his affidavit thus :

"The bank was saddled with the responsibility of safeguarding the property of the mills and had engaged the workmen as watchmen from 2-3-1983 without taking any application from them and without any interview, purely as a temporary measure. From the inception, the Bank wanted to make their own arrangement for watching the property, but purely on humanitarian grounds bank had employed the workmen, afresh from 2-3-1983.

If the Bank proposes to recruit any person, firstly an application is invited by the bank and the interview of the person concerned is taken thereafter. If the candidate is selected by the selection committee, the appointment order is given to him. No such procedure was adopted for giving work to the workmen in question. As soon as the better arrangements were completed, the services of the workmen were terminated by the notice dated 31-12-1983, and the workmen in question were not in the services of the bank from 1-1-1984. During the period for which the temporary arrangement subsisted, the watchmen were paid by the bank on behalf of the mills, and the said amount was debited to cash credit proforma account of the mills." In his cross-examination the said bank witness stated thus :—

"The watchmen were appointed in the services of the Bank on the oral request of the management of the Mills for safeguarding the property of the mills."

I see no reason to disbelieve any of the statements made by the said bank witness in his affidavit as well as in his cross-examination, as his evidence is quite well supported by the documentary evidence on record as above.

8. ISSUE No. 1

According to the bank management, the present reference without mentioning the dates of the termination of the services of the different workmen, is bad in law and is untenable. However, in para 7 of the Statement of Claim, the union has stated that the bank by its notice dated 31-12-1983 had terminated the services of the workmen concerned in the present reference. Therefore, both the parties were aware of the fact that the services of the workmen were terminated by the bank by the notice dated 31-12-1983. Therefore even though the said date is not mentioned in the reference, I do not find that the said reference can be considered as invalid on that ground. I find that the reference made by the Central Government is quite tenable in law, as the Central Government was of the opinion that an industrial dispute existed between the parties.

9. ISSUE No. 1 is therefore found in the negative.

ISSUE No. 2

According to the bank management, the Maharana Mills is a necessary party to the present reference. Therefore, this Tribunal suo moto brought the Maharana Mills as a party

to the present reference. Thereafter the notices were issued to the Maharana Mills to file its statement in the matter. However even though the necessary notices were duly served upon the mills, nobody from the mills appeared before this Tribunal, and did not file its statement in the matter. This Tribunal had issued notices to the official liquidator of the Maharana Mills also, but he also did not appear and did not file any statement in the matter. Therefore, the present reference proceeded further in the absence of the Maharana Mills which was declared as a closure.

ISSUE No. 2 is therefore found in the affirmative.

10. ISSUE No. 3

According to the bank management, after the closure of the Maharana Mills, the services of all the workmen including the workmen in question, were terminated by the Maharana Mills by their notices dated 11-2-1983. This notice dated 11-2-1983 stated that, "as the mill is closed, the services of the employees of the mill are terminated. All the employees of the mills will be entitled to their past services, notice pay and the other legal benefits." I therefore find that the services of all the workmen including the workmen in question were terminated by the mills by the notice dated 11-2-1983.

ISSUE No. 3 is found accordingly.

11. ISSUE No. 4

According to the bank management, no relationship of master and servant existed between them and the workman Shri Erda. Shri Erda in substance stated in his affidavit thus :

"He was working in Maharana Mills Limited, and his place of duty was at Villa No. 7, a guest house of the mills. The possession of that Villa was taken by the bank of Saurashtra, along with the other property of the mills. He was paid the wages by the bank for the period of 1-8-1983 to 31-4-1984. His services were terminated from 11-11-1984. However he was not paid the wages due from 1-5-1984 to 11-11-1984. After the termination of his services the bank employed a new person at Villa No. 7." However, in his cross-examination he stated and admitted :

"He was not issued any appointment letter by the bank. As a closure of the mills, he was discharged from the services of the mills. He was unemployed after the closure of the mills till he was appointed in the guest house of the mills." (As such there was no continuity of services as regards the services of Shri Erda with the Maharana Mills and his alleged services with the bank.)

12. Shri Erda further stated in his cross-examination thus :

"Nobody from the bank used to come to mark his presence or the attendance in the guest house. He was not issued any certificate by the bank regarding his service in Villa No. 7." As such I find that no relationship of master and servant existed between the bank and Shri Erda regarding his work in Villa No. 7 during the period in question. The bank's witness Shri K. M. Gohil, the Branch Manager, in substance stated about the work of Shri Erda in his affidavit thus :

"Shri Erda was not employed by the bank. He was engaged in Villa No. 7, a residential block owned and managed by Mehta Groups. The possession of Villa No. 7 was not taken by the bank. The services of Shri Erda were not taken over by the bank along with the other watchmen. Shri Erda was paid an ad-hoc amount by the bank of the period of 1-8-1983 to 30-4-1984 as per the communication of the Maharana Mills, and the amount paid to Shri Erda debited to the account of Maharana Mills. From 1-5-1984 Shri Erda was engaged by Saurashtra Cement and Chemical Industries Limited, and that company had made the payment to him of his service period there."

The different Statements made by the said bank's witness are supported by the documentary on record, and as such the case of the bank management as regards the watchman Shri Earda is quite acceptable to me. The documentary evidence on record regarding the services of Shri Erda is thus :

Ex. 11 is the letter dated 11-7-1983 by the Maharana Mills to the Manager of the State Bank. This letter stated that Shri Earda, the new incumbent, will take charge of Villa No. 7 on 31-7-1983, and that the bank should continue making payment to the new care taker Shri Erda as was being paid to the earlier care taker. However the other documentary evidence on record shows that the bank was making the payments to Shri Erda on behalf of the Maharana Mills.

Ex. 12 is the letter dated 2-3-1985 by the Saurashtra Cement and Chemical Industries Limited to the said bank wherein the said company stated that their company had not paid any amount to Shri Erda by way of salary etc. from 1-8-1983 to 30-4-1984.

Ex. 13 is letter dated 5-3-1985 by the Maharana Mills to the State Bank of Saurashtra which stated that the mills had paid the stipend of Rs. 100 per month from August 1983 to April 1984 to Shri Erda for working at Villa No. 7. It is thus quite clear that the amounts of wages etc. were being paid to Shri Earda by the Maharana Mills and not by the bank. Therefore, the statement of Shri Erda in his affidavit (Ex. 20) that he was paid the wages from 1-8-1983 to 30-4-1984 by the bank itself cannot be accepted. Shri Erda has claimed the wages of the period of 1-5-1984 to 11-11-1984 from the bank. However, the letter Ex. 14 negatives his claim. That letter Ex. 14 is a letter by the Saurashtra Cement and Chemical Industries Ltd. dated 25-4-1985 addressed to the Bank. By this letter the said company informed the bank that the watchman Shri Earda was paid by that company through their transport agent M/s. Ambica Transport, Porbandar, regarding the service at Villa No. 7, on purely temporary basis at the rate of Rs. 300 per month of the period of May 1984 to November 1984. Therefore the watchman Shri Earda cannot claim the wages from the bank of the said period.

Ex. 15 is a letter dated 2-8-1983 sent by the manager of the bank to Shri Earda. By this letter, the bank had informed Shri Erda that certain three officers of the bank had come, and asked Shri Earda to make the sleeping arrangements of them in Villa No. 7. The letter dated 22-11-1983 (Ex. 16), the letter dated 1-3-1984 (Ex. 17), the letter dated 21-4-1984 (Ex. 18) and the letter Ex. 19 are similar letters sent by the bank to Shri Earda asking him to make arrangements of the guest of the bank in Villa No. 7. Therefore, it was urged on behalf of Shri Earda that Shri Earda was working with the bank, and the bank was liable to pay the necessary amounts of wages to him. However, as noted above, the bank had paid the necessary wages to Shri Earda on behalf of the mills, and not directly as an employee of the bank. Therefore I find that no relationship of master and servant existed between the bank and Shri Erda and as such, he is not entitled to claim any relief from the bank.

ISSUE No. 4 is therefore found in the negative.

13. ISSUE No. 5

As regards the issue No. 5, the Maharana Mills has already been brought on record as a party to the present proceedings, even though the mills or their official liquidator did not actually appear before this Tribunal and did not file any statement regarding their say in the matter. Therefore the question whether the closure by the Maharana Mills covered all the workmen or only some of them can be considered by this Tribunal. It is clear from the notice dated 11-2-1983 regarding the closure of the mills what services of all the workmen including the workmen in question were terminated by the Maharana Mills. As such I find that the present reference is quite valid and legal.

ISSUE No. 5 is therefore found accordingly.

14. ISSUES Nos. 6, 7, 8, and 9

According to the workmen in question, they were firstly in the services of the Maharana Mills, and thereafter they were in uninterrupted services of the bank. However, as noted above, the bank had employed the 18 workmen in question as fresh employees only to protect the property of the mills, and not for the purpose of the bank. Further, the bank was paying the wages of those workmen for and on behalf of Maharana Mills, and the necessary amounts were debited in the account of the Maharana Mills. Those workmen in question were not in the regular services of the bank, as no applications were invited from them and no interviews were taken before they were temporarily employed to safeguard the property of the mills. As soon as the better arrangements regarding the regular watchmen were complete, the bank by their notice dated 31-12-1983 terminated the temporary services of the workmen in question. There is absolutely no documentary evidence on record to show that those workmen continued in the services of the bank after 31-12-1983. Therefore Issues Nos. 6 and 9 are found in the negative, while Issues Nos. 7 and 8 are found in the affirmative.

15. ISSUE No. 10

According to the bank management, the relief claimed by the workmen is barred by the principle of estoppel/acquiescence as the civil suit filed by the workmen was unconditionally withdrawn by them. Ex. 22 is the copy of the Judgment in Regular Civil Suit No. 1 of 1984 filed by the workmen in question against the State Bank of Saurashtra. It is seen therefrom that the workmen plaintiffs had filed that suit to get an injunction restraining the defendant bank from terminating the services of those workmen plaintiffs. However that suit was disposed of by the Civil Judge (J.D.), Porbandar by the Judgment dated 31-1-1986 on the ground that the competent authority in the matter was the labour court under the Industrial Dispute Act, and not the Civil Court. As such that suit was not withdrawn by the workmen, but it was disposed of by the Civil Court for the said reason. As such the alleged relief claimed by the workmen under the present reference is not barred by the principle of estoppel/acquiescence.

ISSUE No. 10 is found in the negative.

16. ISSUE Nos. 11 and 13

According to the workmen, while terminating their services by the notice dated 31-12-1983, the bank has committed a breach of the provisions contained in Sections 9-A and 25-F and 25-H of the Industrial Disputes Act. However, as noted above, those workmen were employed only to safeguard the property of the mills purely on temporary basis, and that their wages were being paid by the bank for and on behalf of the mills, and they were not in the regular services of the bank. As such there was no question of committing any breach of any of the provisions of the said Sections by the bank.

ISSUES Nos. 11 and 13 are therefore found in the negative.

17. ISSUE No. 12

According to the workmen, they had continued working with the bank from 1-1-1984 to 31-3-1984. However, there is no documentary evidence on that point, nor is there any convincing oral evidence in that respect. Therefore those workmen are not entitled to claim any wages from the bank of the said period.

ISSUE No. 12 is, therefore, found in the negative.

18. In the result, the action of the State Bank of Saurashtra regarding the alleged termination of the services of 19 workmen who were employed purely on temporary basis is quite just, proper and legal. As such they are not entitled to claim any relief from the bank.

Issue No. 14 is therefore found in the affirmative, while Issue No. 15 is found in the negative. In the result, the following Award is passed :

AWARD

The action of the management of the State Bank of Saurashtra in the alleged termination of the services of the 19 workmen employed purely on temporary basis for and on behalf of the Maharana Mills Limited to safeguard their property, is just, legal and proper.

The parties to bear their own costs of this reference.

P. D. APSHANKAR, Presiding Officer

नई दिल्ली, 18 फरवरी, 1993

का.आ. 485.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबन्धतन्त्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण व श्रम न्यायालय कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-2-93 को प्राप्त हुआ था।

[संख्या एल-12012/276/88-आई प्रार (बी III)]

एस.के. जैन, ईस्क अधिकारी

New Delhi, the 18th February, 1993

S.O. 485.—In pursuance of Section 117 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour-Court, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of India and their workmen which was received by the Central Government on the 17-2-93.

[No. L-12012/276/88-IR(BIII)]

S. K. JAIN, Desk Officer

ANNEXURE

BEFORE SHRI ARJAN DEV PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 41 of 1990

In the matter of dispute between :

Sri G. K. Pandey,
President,
Uttar Pradesh Bank Employees Congress,
121 Alopi Bagh,
Allahabad.

AND

The Regional Manager,
Bhartiya State Bank,
Regional Office,
Region No. 4,
Mall Road, Kanpur.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-12012/276/88-I.R.(B-3) date 10-1-90 has referred the following dispute for adjudication to this Tribunal—

Kya State Bank of India, Mahoda Branch ke prabandhako dwara bhutpurwa sub staff Sri Harish Chandra ko dinonk 26-8-81 se sthai na karna avam vetan ka anter na dena nyayochit hai ? Vadi nahi, to sanbhandhit karmkar kis anutosh ka haqdar hai ?

2. The case of the Union in short is that the workman was appointed as a messenger in the Mahoba Branch of the Bank on 26-8-81 and he continued working as such for 91 days upto 24-11-91, when his services were illegally terminated by the management. Subsequently on 25-11-81, he was engaged at that very branch as a canteen boy on Rs. 250 per month. The Union alleges that although the workman was appointed as a Canteen Boy, the management seldom took from him the work of canteen boy throughout his engagement as canteen boy till 1-3-90, the management took from him the work of messenger. The Union alleges that despite continuous service of so many years the management did not make him permanent nor paid him usual salary and allowances of messenger and he was not even paid bonus. The union has further alleged that he was not the junior most at the time when his services were terminated. The Union also alleges that about 2 dozen persons were appointed as messenger at the said branch after the illegal termination of the services of the workman. Thus the management violated the provisions of sections 25F, 25G and 25H of the Industrial Disputes Act, 1947. It is also alleged by the Union that in response to advertisement in the News Paper the workman submitted his application dated 6-7-89 on the prescribed form for being made permanent to the Regional Manager, Region IV, State Bank of India, Kanpur but instead of absorbing him in permanent service he was informed by the Regional Manager, vide his letter dt. 21-7-89 that he did not fulfil the eligibility criteria as laid down in the settlement dt. 17th November, 1987 entered into between the management of the bank and Federation of the workmen. After that he sent another representation to the said Regional Manager on 1-8-89 for reconsideration of his request for permanent absorption but no reply was given to him. The Union has alleged violation of Articles 14, 16 and 21 of the Constitution and Paras 493, 495, 507, 519, 522 and 524 of the Sastri Award as modified by the various bipartite settlements. The Union has, therefore, prayed that the action of the management in terminating the services of the workman w.e.f. 24-11-81 be declared as illegal and unjustified. The Union has further prayed for reinstatement of the workman w.e.f. 25-11-81 with full back wages and all other consequential benefits.

3. The management plead that the workman was given temporary appointment from 26-8-81 to 24-11-81 for 91 days at Mahoba Branch of the bank on half salary and allowances in terms of para 23.15 of the Desai Award which empowers the management of the bank to engage temporary hands for doing regular and permanent nature of bank's work. Such appointments are made due to sudden absence of the employees and or in case of temporary increase in the work in the branch or to meet some other exigency of the like nature. The management bank deny that the workman was employed as a Canteen boy on 25-11-81 by the bank. In fact he was engaged by the Local Implementation Committee of Mahoba Branch of the Bank which is a body separate and distinct from the bank. In terms of the bipartite settlement dt. 31-10-77, it was agreed between the parties that canteen at non specified branch/office would continue to be managed and run by a Local Implementation Committee. Mahoba Branch is not amongst the specified branches in terms of the said settlement. Thus there did not exist between the bank and the canteen boy the relationship of Master and Servant Workman's period of working as messenger cannot be clubbed with his working as canteen boy. The management deny violation of sections 25F, 25G and 25H of the I.D. Act and further denies any violation of any para of the Sastri Award as modified modified by the various bipartite settlements.

4. In support of its case, the Union has examined the workman. On the other hand, the management filed the affidavit of Sri A. K. Sinha an officer of the bank, alongwith some annexures but upon some of the documents filed with the said affidavit having been admitted by the authorised representative for the Union, the management did not produce Sri A. K. Sinha, in the witness box.

5. In this case, there is no dispute about the fact that the workman had worked as a messenger at Mahoba Branch of the bank for 91 days from 26-8-81 to 24-11-81. This is itself is not sufficient to attract the provisions of Section 25F, 25G read with rule 77 of I.D. Central Rules and section

25H read with Rule 78 of the said Rules. Had he worked continuously for one year, prior to the date of termination of his services, the things would have been different and it could have been well said from the side of the Union that the provisions of the above mentioned sections read with the said Rules were violated by the management.

6. The Union has come up with the case that from 25-11-81 the workman was engaged as a Canteen Boy but all along till 1-3-90, the work of messenger was taken from him. There is no documentary evidence from the side of the Union to prove that the work of messenger was taken from the workman during this period.

7. In his cross examination the workman has admitted that after 24-11-81, he was not paid his wages through the salary register through which the class IV employees of the bank were paid their salaries. After 24th November, 1981 he was not paid more than Rs. 250/- which was far less than the wages of a sub-staff. He also says that during this period he never made by representation to his senior officers of the bank that he was not being paid wages at par with the wages of sub-staff. These facts are sufficient to make me disbelieve the case set up by the Union that after 24-11-81 he had worked continuously as a messenger.

8. The next question for consideration in this case is whether as canteen boy was employee of the bank or not. In the banking industry there is no post of canteen boy and Sri G. K. Pandey the auth. representative for the Union has failed to show me any settlement or law on the basis of which it could be said that canteen boy is an employee of the bank. In LCA No. 15 of 1987 Ajai Kumar Versus State Bank of India, it has been held by me that canteen boy is not an employee of the bank. I see no reason to differ with my said view.

9. During the course of his arguments Sri Pandey has not challenged the action of the management on any other ground. Therefore, the question of the regularisation of the services of the workman as messenger and payment of difference of wages during the period which the workman had worked as a canteen boy does not arise.

10. The reference is answered accordingly.

ARJAN DEV, Presiding Officer

नई दिल्ली, 18 फरवरी, 1993

का.भा. 486.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बरेली कार्पोरेशन बैंक लिमिटेड के प्रबन्धतन्त्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निषिद्ध औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, व श्रम न्यायालय, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-2-93 को प्राप्त हुआ था।

[संख्या एल-12012/87/86-डी IV(ए)]

एस० के० जैन डेस्क अधिकारी

New Delhi, the 18th February, 1993

S.O. 486.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, cum Labour Court, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bareilly Corporation Bank Limited and their workmen, which was received by the Central Government on the 17-2-93.

[No. I-12012/87/86-DIV(A)]

S. K. JAIN, Desk Officer

ANNEXURE

BEFORE SRI ARJAN DEV PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 61 of 1987

In the matter of dispute between .

Sri Baladutt Kandpal C/o Sri Govind Kandpal 10/106
Khalasi Lines, Kanpur.

AND

The Manager,
Bareilly Corporation Bank Ltd.,
Gumti No. 5 Branch,
Kanpur.

AWARD

1. The Central Government, Ministry of Labour, vide its Notification No. L-12012/87/86-D.IV(A) dt. 11th June, 1987, has referred the following dispute for adjudication to this Tribunal :—

Whether the action of the management of Bareilly Corporation Bank Limited in terminating the services of Sri Baladutt Kandpal, Peon w.e.f. 21-2-85, is justified? If not, to what relief is the workman entitled?

2. On 4-12-92, when the case was taken up for hearing Sri P. L. Bhasin appeared for the management. None appeared for the workman. I may state here that the present case is pending since 3-1-90 for the cross examination of the workman but on none of the dates fixed in the case between 3-1-90 and 4-12-92 the workman appeared for his cross examination. It therefore appears that the workman is not interested in prosecuting the case.

3. In view of the above, a no claim award is given in the case against the workman.

Reference is answered accordingly.

ARJAN DEV, Presiding Officer

नई दिल्ली, 18 फरवरी, 1993

का.भा. 487.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बरेली कार्पोरेशन बैंक लिमिटेड के प्रबन्धतन्त्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निषिद्ध औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, व श्रम न्यायालय, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-2-93 को प्राप्त हुआ था।

[संख्या एल-12011/53/89-आई आर (बी-I)]

एस.क. जैन, डेस्क अधिकारी

New Delhi, the 18th February, 1993

S.O. 487.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bareilly Corporation Bank Limited and their workmen, which was received by the Central Government on the 17-2-93.

[No. L-12011/53/89-IR(B-I)]

S. K. JAIN, Desk Officer

ANNEXURE

BEFORE SRI ARJAN DEV PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 234 of 1989

In the matter of dispute between :

Sri Pankaj Kumar Khanna,
C/o Sri V. N. Sekhari,
26/1C4 Birhana Road,
Kanpur.

AND

The General Manager,
Bareilly Corporation Bank Ltd.,
Bareilly.

AWARD

1. The Central Government, Ministry of Labour, vide its Notification No. L-12011/53/89-IR(B)-I dated 27-9-89 has referred the following dispute for adjudication to this Tribunal :—

Whether the action taken by the management of Bareilly Corporation Bank in terminating the services of Sri Pankaj Kumar Khanna w.e.f. 5-7-85 is justified ? If not, to what relief the workman concerned is entitled ?

2. In this case rejoinder on behalf of the workman was filed on 8-11-91 whereafter the case was fixed for filing of affidavit evidence by the workman. No affidavit evidence on behalf of the workman was filed till 4-12-92 despite issue of notice to the workman.

3. It appears from the proceedings that the workman is not interested in the case. As such a no claim award is given against the workman in the case.

4. Reference is answered accordingly.

ARJAN DEV, Presiding Officer

नई दिल्ली, 19 फरवरी, 1993

का.प्र. 488.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबन्धतन्त्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण व श्रम न्यायालय, बंगलूर पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-2-93 को प्राप्त हुआ था।

[संख्या एल-12012/131/87/डी II(ए)]

एस.के. जैन, डेस्क अधिकारी

New Delhi, the 19th February, 1993

S.O. 488.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Cum Labour Court Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on the 18-2-93.

[No. L-12012/131/87-D.II(A)]

S. K. JAIN, Desk Officer.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated this 10th day of February, 1993

PRESENT :

Shri M. B. Vishwanath, B.Sc., B.L.,
Presiding Officer.

Central Reference No. 172/87

I Party :

Shri Shankarappa N. Reddy,
r/o. N. Malkapur,

Via, Gunjahalli, vis

Post Talmari,

Raichur Taluk and

Dist. 584 140.

II Party :

The Chief Regional,
Manager, S.B.I.,

Regional Office,

P. B. No. 5014,

Bangalore-560 001

AWARD

In this reference made by the Hon'ble Central Government by its order No. L-12012/131/87-D.II(A) Dt. 3-12-87 the point for adjudication as per schedule to reference is :—

"Whether the action of the management of State Bank of India, Regional Office, Bangalore is justified in dismissing Shri Shankarappa N. Reddy, w.e.f. 27-3-86 ? If not, to what relief workman is entitled ?"

2. The I party workman was working as clerk/cashier at Hospet branch of II party. As per the charge sheet Ex. W.3 the allegations against the I party workman are :—

(i) He fraudulently withdrew a sum of Rs. 1,500 on 9-7-84 from the S.B. account of the customer Sri Shaikraj by making a fictitious credit entry into the S.B. account of Shaikraj on 21-6-84 for Rs. 1,500. The proceeds of this withdrawal, the details of which were filled in and posted in the ledger by the I party workman were received by him in cash of Rs. 400 and the balance of Rs. 1,100 by adjustment into his S.B. Account.

(ii) The I party workman fraudulently withdrew a sum of Rs. 8,000 on 29-6-84 from the S.B. account of the customer Pedda Sunkappa by making a fictitious credit entry into the S.B. account of Pedda Sunkappa for a sum of Rs. 8,000 on 28-6-84.

(iii) The I party workman fraudulently withdrew a sum of Rs. 10,500 on 21-7-84 from the S.B. account of Pedda Sunkappa by affording a spurious credit of Rs. 18,500 on 20-7-84.

(iv) The I party workman, with a view to covering up the above mentioned three fraudulent withdrawals aggregating Rs. 20,000, prepared two spurious credits, one for Rs. 1,500 dt. 20-7-84 in favour of Shaikraj's S.B. account and another for Rs. 18,500 dt. 20-7-84 to the credit of the S.B. Account of Pedda Sunkappa. These vouchers, bearing fictitious initials, were prepared by the I party and purported to have emanated from outward clearing transactions on 20-7-84 though the above mentioned account holders Shaikraj and Pedda Sunkappa were not entitled to such credits on that day. On 20-7-84 M/s. Pierce Leslie India Ltd, current account holders of the branch were entitled for a credit of Rs. 20,000 on account of clearing cheques tendered by them. In order to ensure that the two spurious credits of

Rs. 1,500 and Rs. 18,500 should not come to light, the I party caused disappearance of the genuine clearing credit voucher in favour of Pierce Leslie India Ltd., To cover up the fraudulent acts, the I party manipulated the current account of S.B.M. and posted a spurious debit of Rs. 20,000 in their account and afforded a credit in the account of M/s. Pierce Leslie India Ltd., for a similar amount. These two entries were made by the I party in the said accounts after the relative day books were checked by the concerned officials.

(v) The I party workman, with the intention of covering up his fraudulent acts, made spurious debit entries of Rs. 1,500 on 20-7-84 and for Rs. 8,000 on 20-7-84 in the S.B. account of Shaikraj and Pedda Sunkappa respectively.

(vi) The I party workman availed himself of a loan from the Hospet Co-Operative City Bank Ltd. by producing before the said Bank salary certificate dt. 17-1-83 forged by him (I party) and without obtaining prior approval of the Bank.

3. In the claim statement it is contended :-

The I party workman was working as a cashier-cum-clerk at Hospet branch of the II party from the year 1980. The allegations made against the I party workman are totally false. He has not committed any misconduct. The I party workman is an active member of the State Bank Staff Union and was a local Secretary of the said Union. The II party has victimised the I party because of his union activity. The investigating officials stayed at Hospet for a period of one week and they coerced the I party workman on 8-8-84 to accept the alleged misconduct. The I party workman gave undertaking as dictated by the disciplinary cell officials. The I party was threatened with dire consequences if he did not give such a statement. The D. E. held against the I party workman is illegal and improper. On the basis of the report submitted by the E.O. holding the I party workman guilty, the D.A. accepted the findings and passed an order dismissing the I party from service. The D. E. held was illegal. The order of dismissal passed also is illegal. The penalty imposed is disproportionate to the misconduct. The I party had not committed any misconduct. The I party preferred an appeal against the order of dismissal passed by the D.A. The appeal also was dismissed. Both the D.A. and Appellate Authority have failed to consider the facts and circumstances. The I party is entitled to reinstatement with continuity of service and back wages.

4 In the counter statement it is contended :-

The allegations of misconduct against the I party workman are true. D.E. held against the I party was fair and proper. The I party workman was rightly dismissed from service. The appeal filed by the I party also was rightly dismissed. It is not true that the disciplinary cell officials coerced the I party to give the statement stated in the claim statement. The I party has given the statement, admitting the guilt, on his own free will and volition. He has voluntarily written that letter admitting the misconduct. It is not true the I party has been victimised. The I party workman is not entitled to any relief. The reference has to be rejected.

5 My learned predecessor has framed an additional issue regarding the validity or otherwise of the D.E.

6. On D.E. on behalf of the II party the E.O. M.W.1 was examined. On behalf of the I party workman he got himself examined as W.W.1.

7. My learned predecessor, by his order dt. 3-10-88 set aside the D.E., holding that the D.E. cannot be sustained. He has permitted the II party to adduce evidence and establish its case.

8. On merits, on behalf of the II party M.W.2 to 8 have been examined. On behalf of I party, he has been recalled and further examined.

9. M.W.1 is the person who conducted enquiry. M.W.2 Sanjeeva Murthy was working as Officer in the Hospet branch at the relevant point of time. M.W.2 has stated on cross-examination that there is no pecuniary loss to the Bank because of I party workman. M.W.3 Nagaraj was then working as Manager of Hospet branch. He has stated that the I party workman was working as a cashier-cum-clerk. M.W.4 Gunalan is another cashier-cum-clerk of the Bank. He has been working as such since February 1983. M.W.5 Narayana Murthy was working a Junior Management Clerk. M.W.6 Shanbag is an officer of the II party who was working in Hospet till 1984. M.W.7 Nagaraboudi was working as Asstt. Accountant in 1984. M.Ws. 2 to 7 have been recalled and further examined after D.E. was set aside.

10. There are in all 6 charges against the I party workman. I will take up the first charge now.

11. The sum and substance of the first charge is that the I party workman who was cashier-cum-clerk fraudulently withdrew a sum of Rs. 1,500 on 9-7-84 from the account of the customer Shaikraj by making a fictitious credit entry into the account of Shaikraj on 21-6-84 for Rs. 1,500. Out of this Rs. 1,500 fraudulently withdrawn, the I party workman received cash of Rs. 400 and the balance of Rs. 1,100 was adjusted into the account of the I party workman's S.B. account.

12 Ex. M.5 is the S.B. account sheet of the account holder Shaikraj. According to the II party the I party workman withdrew Rs. 1,500 from the account of Shaikraj under the withdrawal slip Ex. M.4 dt. 9-7-84. It is not the case of the II party that the account holder Shaikraj's signature in the withdrawal from Ex. M.4 has been forged by the I party workman. Admittedly the signature in Ex. M.4 bears signature of the account holder Shaikraj. May be that the I party workman has filled up the withdrawal form, but the signature of the account holder at the appropriate place in Ex. M.4 is that of the account holder Shaikraj himself. The account holder Shaikraj has not examined. It bears repetition. The sum and substance of I charge is that the I party workman fraudulently withdrew Rs. 1,500 under the withdrawal slip Ex. M.4 from the account of Shaikraj. It has been laid down by our Hon'ble Court in 1979 Lab. I.C. 155 (Basavalingiah Shivalingiah Hiremath v/s. The Management of Sri Ganeshar Textile Mills and another) :

"Therefore always an enquiry by the Labour Court or Tribunal must confine itself to the charge framed against the workman in the domestic enquiry or the charges on the basis of which the penalty was imposed. It is not open to the management to level new charges against a workman which did not figure in the domestic enquiry or which did not form the basis of the order in which penalty was imposed and to adduce evidence in support thereof before the Labour Court."

It may not be out of place to mention that one of the grounds why my Learned Predecessor set aside the D.E. held by the II party against the I party was that the account holders Shaikraj and Pedda Sunkappa were not examined. Even so, the account holder Shaikraj has not been examined in this Tribunal. The signature of Shaikraj in Ex. M.4 is not disputed. Shaikraj has not been examined to say that he did not send Ex. M.4 and that he did not withdraw the amount. When Ex. M.4 bears the signature of the account holder it is difficult to say that Shaikraj did not withdraw the amount though after amount was paid under Ex. M.4 the amount has gone into the hands of I party. The fact that the I party has made fictitious entries

in the account sheet Ex. M.5 of Shaikraj as spoken to by M. Ws.2 to 4 does not establish the first charge when the account holder has not been examined to speak to the fact that he did not send Ex. M.4 the withdrawal slip and that it does not bear his signature or that he has not withdrawn the amount.

12. Ex. M.2 (a 15) dt. 27-7-84 is the alleged letter given by account holder Shaikraj to the branch manager purporting to explain the circumstances under which he put signature to withdrawal slip Ex. M.4 at the instance of I party. The primary evidence is not placed before this Tribunal. Shaikraj has not been examined and so Ex. M.2 (a 15) is not proved. Ex. M.2 (a 15), obtained presumably at the instance of the Bank, cannot be relied on to hold against I party. If the I party workman had fraudulently withdrawn the amount from the account of Shaikraj, Shaikraj himself would not have paid back into the bank through the pay-in-slip Ex. M.18 Rs. 1,500.

13. It is argued by the Learned counsel for the II party that as per Savings Bank day book Ex. M.16 there is no entry found as to the deposit made by Shaikraj and the I party made a fraudulent fictitious entry of giving credit for Rs. 1,500. This also does not prove the first charge because, as has already been stated, Shaikraj has not been examined to prove the gravamen of the charge. Suspicion is no proof. The fact that the I party workman out of Rs. 1,500 deposited into his account Rs. 1,100 as per pay-in-slip Ex. M.13 also does not establish the charge so long as the grimefact remains that Shaikraj has not been examined to prove that he did not receive the amount under Ex. M.4 or that he had not authorised the I party to receive the amount.

14. Charges 2 and 3 relate to I party fraudulently withdrawing Rs. 3,000 on 26-9-84 under the withdrawal slip Ex. M.14 and Rs. 10,500 on 21-7-84 under the withdrawal slip Ex. M.6 from the S.B. account of Pedda Sunkappa. It will therefore be convenient to take up these two charges together. May be that the I party workman has filled up the withdrawal slips Exs. M.14 and M.6. But it should be clearly born in mind that Pedda Sunkappa's signatures at the relevant places in Ex. M.14 and M.6 and on the reverse of these withdrawal slips are admitted to be those of Pedda Sunkappa himself. Here again account holder Pedda Sunkappa has not been examined. The non-examination of account holder Pedda Sunkappa militates heavily against the case of the II party against the I party. When Pedda Sunkappa has put his signatures to the withdrawal slips it is difficult to believe that the I party has made fraudulent withdrawals. Ex. M.2 (a 24) is the alleged letter dt. 27-7-84 given by Pedda Sunkappa to the branch manager explaining circumstances under which he put his signatures to the withdrawal slips and gave them to the I party workman. Since Pedda Sunkappa has not been examined what follows in Law is that Ex. M.2 (a 24) is not proved and it cannot be relied on. The fact that fictitious credit entries have been made by the I party workman in account of Pedda Sunkappa will not prove charges 2 and 3 since best evidence is not placed before the Tribunal.

15. Ex. M.8 is, according to II party, the confession letter given by I party workman. The I party has stated that it was taken under coercion and threat. Let me proceed for a moment on the basis that I party workman gave alleged confession letter Ex. M.8 voluntarily. Ex. M.8 given to the branch manager says:—

"Dear Sir,

Sub—Repayment of Rs. 20,000 withdrawn from S.B. account of Sri P. Sunkappa and Shaikraj

With reference to the withdrawals made by me from the above accounts on various dates, I undertake to repay the amount positively within two days of date of this letter.

I regret for error.

Thanking you Sir."

It is clear from Ex. M.8 that it is bereft of details. Though the names of Pedda Sunkappa and Shaikraj are mentioned in the subject column, it is not stated by the I party workman the dates of withdrawals of the amounts. I am of opinion that the contents in Ex. M.3 are vague. There is no clear confession or admission in Ex. M.8. Exs. M.12 and 11 dt. 13-8-84 and 29-8-84 respectively are the pay-in-slips showing that Pedda Sunkappa himself has deposited into Bank Rs. 13,000 and Rs. 4,000. The alleged amounts fraudulently withdrawn by the I party workman have been paid back by the account holder himself. In the face of Ex. M.12 and 11 it is difficult to believe that the I party workman has made good the amounts. Ex. M.9 is the letter by branch manager. As also Ex. M.10. Even as per Exs. M.9 and 10 the account holders themselves have made good the amounts alleged to have been fraudulently withdrawn by the I party. The officer M.W.2 Sanjeeva Murthy has clearly admitted that Pedda Sunkappa has credited back in all Rs. 17,000 as per Exs. M.11 and 12. If I party workman had fraudulently withdrawn the amounts, how come the account holders themselves have made good the amounts? This should be taken conjointly with the say of M.W.2 Sanjeeva Murthy, the then Officer of the Bank who has stated that because of I party there is no pecuniary loss to the Bank. This discussion casts unfavourable light on the case of II party against the I party.

16. For the aforesaid reasons, I am of opinion, charges 2 and 3 also are not proved.

17. Charges 4 and 5 relate to the alleged fraudulent acts of the I party workman to cover up the fraudulent withdrawals mentioned in charges 1 to 3. Obviously charges 4 and 5 hinge on charges 1 to 3. Since charges 1 to 3 are held not proved, it must be held that charges 4 and 5 are not proved. Otherwise there will be a legal paradox. On the facts and in the circumstances of the case charges 4 and 5 have to sink or swim with charges 1 to 3. I hold that charges 4 and 5 are not established.

18. Now I take up charge No. 6. The allegation against the I party workman is that he availed himself of a loan from the Hospet Co-operative City Bank Ltd., by producing before the said Bank salary certificate dt. 17-1-83 Ex. M.24. According to the II party the I party workman has forged the signature of the branch manager. The original salary certificate alleged to have been forged and produced by the I party is not placed before this Tribunal. Ex. M.24 is only a zerox copy. No official from the Hospet Co-operative City Bank Ltd., has been examined to prove that the I party produced before the said Bank the original of Ex. M.24 So 6th charge goes by the board.

19. In view of my aforesaid discussion all the charges fail.

20. The I party workman has succeeded because of legal technicalities, because the charges 1 to 3 are not clear and because of the non-examination of Shaikraj and Pedda Sunkappa. In other words, the matter has to be decided in favour of the II party because of the mistakes committed by the II party. I must confess that there is material on record to hold that the conduct of I party workman is not above board. So I grant only 25 per cent of the salary by way of back wages. I party was not dismissed by the II party on the ground that II party had no confidence in the I party. So the argument advanced by the Learned counsel for the II party that the II party had lost confidence in the I party and so I party workman cannot be reinstated in any view of matter cannot be accepted.

21. All other documents and evidence not referred to me above are not relevant. In any case they do not alter my conclusions reached above.

ORDER

The order by the II party dismissing the I party workman w.e.f. 27-3-86 is set aside. The II party is directed to reinstate the I party workman forthwith. The I party is entitled to continuity of service. The I party workman is entitled to 25 per cent of the back wages. The amount paid

wards interim relief as per order of this Tribunal shall be deducted from the backwages to which the I party workman is entitled. Reference accepted as stated herein. Submitted to Government.

(Dictated to Stenographer, typed by him, corrected signed by me on this 10th day of February 1993).

M. B. VISHWANATH. Presiding Officer.

नई दिल्ली, 16 फरवरी, 1993

का.ग्रा. 489.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मीनैट कारपोरेशन आफ इंडिया लि. तंदूर सीमेंट प्लांट, तंदूर के प्रबन्धतन्त्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण हैदराबाद के पंचपट का प्रकाशित करती है, जो केन्द्रीय सरकार को 15-2-93 को प्राप्त हुआ था।

[सं. एल-29012/7/88-डी-III (बी)]

वी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 16th February, 1993

S.O. 489.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Cement India Ltd., Tandur Cement Plant, Tandur and their workmen, which was received by the Central Government on 15-2-1993.

[No. L-29012/7/88-D.III(B)]

B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-1 AT HYDERABAD

PRESENT :

Sri Y. Venkatachalam, M.A., B.L.A., Chairman.
Dated Second February Nineteen Hundred and Ninety Three

I. D. No. 70 of 1988

BETWEEN

The Workmen of Tandur Cement
Plant of Cement Corporation of India,
Tandur, P.O. Tandur, R. R. District (A.P.) Petitioner

AND

The Management of Tandur Cement
Plant of Cement Corporation of India,
Tandur, P.O. Tandur, R.R. District (A.P.) Respondent

APPEARANCES :

Sarvasri G. Bikshapathy, G. Vidyasagar, V. Vishwanatham,
N. Venesh Raj and K. V. V. Bhaskar, Advocates—
for the workmen.

Sarvasri A. Krishna Murthy and P. Nageswara Sree Joint
Honorary Secretaries of Andhra Pradesh Federation
of Chambers of Commerce and Industry, Hyderabad—
for the Management.

AWARD

The Government of India, Ministry of Labour referred this reference vide letter No. L-29012/7/88-D.III (B) dated 18-4-88 for adjudication of the dispute between the Management of

Tandur Cement Plant of CCI, Tandur and their workmen with the following Annexure :

"Whether the action of the management of Cement Corporation of India Ltd. Tandur Cement Plant, Tandur in striking off the name of Shri K. Babu, Peon from the rolls of the Corporation with effect from 4-3-1986 is legal and justifiable? If not, to what relief the workman is entitled?"

2. The said reference is registered as I. D. No. 70 of 1988 in the Office. Notices were sent to both sides. The workman filed the claim statement wherein he stated that on 22-2-1986 he was in general shift. He received a message that his grand mother expired and therefore he applied for half-a-day's Casual leave for the afternoon of 22-2-86. The said casual leave was sanctioned. The next day i.e. 23-2-86 was Sunday. He sent a telegram on 25-2-86 requesting extension of leave for six days. He submits that during this period he became sick and he was attacked with jaundice. Since he was undergoing treatment at Vikarabad, he had sent a letter on 1-3-86 requesting further extension of leave on the advice of the Doctor. While the petitioner was undergoing treatment he received a letter dated 11-3-86 directing him to report for duty within 3 days. But as he was completely bed-ridden he failed to do so and the Government Civil Surgeon at Kivaraabad stated that he is not fit for duty. In the meanwhile the services of the petitioner were terminated.

The petitioner filed conciliation application and he states that the termination order is contrary to law and illegal. The termination of services by way of striking off his name from the rolls amounts to retrenchment within the meaning of Section 2(oo) of the I. D. Act. The applicant was not given any notice or retrenchment compensation. Thereafter the petitioner reported for duty on 16-5-86 together with the medical fitness certificate. The certificate of Physical fitness was also enclosed. Therefore the termination order is not valid under law and it may be set aside.

3. On the other hand the respondent filed the Counter wherein the respondent stated that the averments of the claim statement are not true and they are not acceptable. The petitioner had applied 1/2 day casual leave on the afternoon of 22-2-86 and it was sanctioned. The petitioner failed to resume duty either on 24-2-86 as 23-2-86 being Sunday, or thereafter. But simply sent telegram dated 25-2-86 requesting extension of leave for 6 days. Even after expiry of the request made by the workman seeking extension of period of leave he did not report for duty. Therefore the contention of the petitioner has drawn to the provision under Clause 10(g) of the certified Standing Orders of the Corporation and as per Standing Orders of the Respondent-Management the services of the petitioner were rightly terminated. And in fact explanation is called for by the Management from the workman. The workman did not give explanation and he did not report for duty after expiry of the leave and did not further extend the leave. It is not correct to state that the termination benefits were not paid to the workman. In fact the sum of Rs. 9,000 in Demand Draft dated 21-5-86 was sent to the petitioner. But the petitioner did not receive the same and it was returned unserved to the Management. The petitioner did not report for duty even after 11-3-86. Therefore the Management rightly terminated his services as the petitioner himself voluntarily and on his own accord left the services of the Respondent without any notice to the respondent and thereby lost lien on his appointment. As such the contention of the petitioner that his services were terminated without any valid reason cannot be acceptable and the workman is not entitled for any relief as sought for in his claim statement and award may be passed accordingly.

4. On behalf of the workmen WW-1 is examined exhibits W-1 to W-10 are marked. On behalf of the Management MW-1 is examined exhibits M-1 to M-17 are marked. The brief contents of the evidence of WW-1 is as follows :

WW-1 is no other than workman who preferred this reference and he proved the contents of his claim statement and all material aspects. He also stated that he was originally appointed in the year 1978 as Mazdoor and his services were regularised in the year 1979. Thereafter he was promoted to the post of Peon Grade B scale under Ex. W-1. He was in the general shift and he applied for half-a-day's

Casual leave as he intends to attend to the funeral ceremony of his Grand mother. Thereafter he sent telegram to the management requesting the management to grant one week leave so as to attend to the other religious ceremonies. Thereafter the workman extends leave on Medical grounds with medical certificate. After the expiry of the leave he reported for duty but he was informed that his services were terminated.

MW-1 gave evidence proving the material averments of the Counter filed by the management. He stated that he knows the petitioner and also stated that with regard to the leave applied by him and he was expected to duty on 24-2-86. But they received a telegram from the workman to extend the leave by six days. The management sent letter to the workman directing him to explain under what circumstances he did not report for duty. MW-1 further gave evidence that as per Ex. M-3 wherein it was clearly and specifically mentioned that if the workman fails to report for duty Clause 10(1) of the certified Standing Orders of the respondent will be applied. Even then the petitioner did not report for the duty. Therefore the respondent utilised the money issued to him under all accounts and the same was sent him through post and also issued notice to the petitioner by way of paper publication. It is also stated that if the petitioner failed to report for duty he will have to lose his job and his appointment will never be continued in the respondent institution. It is further stated by MW-1 that the respondent Cement Corporation did not terminate, retrench, discharge or dismiss or remove the petitioner from services but the petitioner himself voluntarily abandoned his post. Therefore he is not entitled for any relief as sought for in his claim statement.

5. The arguments of both sides are heard. The learned advocate for the petitioner argued that the workman did not absent from duty voluntarily and he did not leave premises of the factory without applying for any casual leave. Having applied for leave the workman extended the leave but did not abstain from duty without the knowledge of the management. In fact WW-1 is no other than workman who raised this dispute and he proved the contents of claim statement by examining himself as WW-1. As seen from his evidence it is evident that he received a message about the death of his grand mother thereafter he applied half-a-day's Casual leave on the afternoon of 22-2-86 and that leave was granted and on the subsequently day it was Sunday and from the 3rd day onwards he sent telegram requesting the management to extend leave for six days. The receipt of the telegram issued by the workman seeking for extension of leave is admitted by the management itself. Thereafter it is an admitted fact that the management issued notice to the workman directing him to report for duty immediately. But as the doctor advised him not to move as he is not fit for duty he again extended leave. It is not a case of abstain from duty voluntarily or relinquish his job. But it is a clear case of termination. Therefore the termination order is not valid and it may be set aside.

On the other hand the learned advocate for the respondent argued that as per Standing Orders of the management they have issued a notice to the workman directing him to report for duty immediately. But having received the notice the workman did not report for duty and in fact the terminal benefits were paid to the workman by Demand Draft for Rs. 9,000 by Registered Post. But it was returned unserved for which the management cannot be held responsible. Therefore it is clearly voluntary abstain from duty on the part of workman. There is no unfair labour practice on the part of the management. The management applied its Standing Orders and acted upon it. As a result of which his services were terminated.

6. The point for consideration is whether there are any valid grounds to give a finding as to "Whether the action of the management of Cement Corporation of India Ltd., Tandur Cement Plant, Tandur in striking off the name of Shri K. Babu Peon from the rolls of the Corporation with effect from 4-3-1986 is legal and justified. If not to what relief the workman is entitled?"

7. At the very outset I would like to mention that WW-1 who is no other than the workman himself appeared before this Tribunal and examined himself as WW-1. He stated that his services were regularised and he was working in the respondent management and on the receipt of information to the effect that his grand mother died he applied for half-a-day's Casual leave which was granted and extended the leave by issuing a Telegram to the management. Subsequently he did not turn up for duty as he was sick. The above facts are admitted by the management itself. But as per the by-laws of the management the workman has to report for duty 10 days of the laps of leave period applied for. But the workman did not do so. But the workman did not abstain from duty voluntarily without any valid reason and also without the knowledge of the management. The workman is sick and unable to attend for duty. Therefore the reason for his absence is sickness. As seen from Ex. M-8 it is evident that the workman in question was employed for some time as Casual labourer in Laxman Surya Gas Company at Vikarabad on daily wages. It is natural when once he was not admitted into service for his livelihood he might have got daily wage job for his maintenance. Therefore, the workman is not entitled any back wages. Having considered the facts and circumstances of the case I am of the clear opinion that to meet the ends of justice it is clear where the workman can be appointed afresh without any back wages.

8. In the result I find that the action of the management of Cement Corporation of India Ltd., Tandur Cement Plant, Tandur in striking off the name of Shri K. Babu, Peon from the rolls of the Corporation with effect from 4-3-1986 is not proper and unjustifiable. The respondent is directed to reinstate the workman in their corporation as Peon Grade-B afresh. He is not entitled for any back wages or any attendant benefits. Award passed accordingly.

Dictated to the Stenographer and transcribed by him and corrected by me and given under my hand and Seal of this Tribunal on this the 2nd day of February, 1993.

Y. VENKATACHALAM, Chairman

Appendix of Evidence

Witness examined for the workman :

1. WW-1—K. Babu.

Witness examined for the Management :

1. MW-1—N. K. Chabdra.

Documents marked for the workman

1. Ex. W-1—Promotion order dated 21-7-84 issued to K. Babu by the Deputy Manager (P&A) Cement Corporation of India Ltd., Tandur Cement Project.
2. Ex. W-2—Memo dated 11-5-86 issued to K. Babu by the Dy. Manager (P&A) Cement Corporation of India Ltd., Tandur.
3. Ex. W-3—Joining report dated 16-5-86 of K. Babu.
4. Ex. W-4—Photostat copy of the Medical Certificate dated 14-5-86 issued to K. Babu by Dr. I. Abdus Subhan.
5. Ex. W-5—Photostat copy of the Medical Certificate dated 11-4-86 issued to K. Babu by Dr. I. Abdus Subhan.
6. Ex. W-6—Representation dated 17-5-86 made by K. Babu to the Chief General Manager Cement Corporation of India Ltd., Tandur.
7. Ex. W-7—Order in W.P. No. 8927/86 dated 27-3-87 on the file of High Court of Andhra Pradesh, Hyderabad.
8. Ex. W-8—Representation dated 7-87 made by K. Babu to the Asst. Commissioner of Labour (C), Hyderabad.

9. Ex. W-9—Comments dated 31-12-87 of the Management with regard to termination of K. Babu, before the Asst. Labour Commissioner (C), Hyderabad.
10. Ex. W-10—Letter addressed by the Desk Officer, Government of India, Ministry of Labour, New Delhi to the General Manager, Cement Corporation of India Ltd., Tandur and Sri K. Babu with regard to termination of K. Babu Ex. Peon.

Documents marked for the Management

1. Ex. M-1—Leave-cum sanction card of K. Babu, Peon.
2. Ex. M-2—Telegram sent by the petitioner requesting extension of leave for 6 days.
3. Ex. M-3—Copy of the Memo dated 11-3-86 issued by the Dy. Manager (P&A) to the petitioner to come and join duty along with valid explanation.
4. Ex. M-4—Postal acknowledgement under which the petitioner received the original of Ex. M-3 letter.
5. Ex. M-5—Copy of the office order dated 1-4-86 issued by the Chief General Manager to the petitioner with regard to come and settle his accounts.
6. Ex. M-6—Photostat copy of the paper cutting in "Eenadu" daily paper dated 9-8-86 calling upon the petitioner to come and collect all the dues from the respondent Company.
7. Ex. M-7—Copy of the certificate standing orders of the Cement Corporation of India Ltd., Tandur.
8. Ex. M-8—Copy of the letter dated 6-4-91 addressed by the Superintendent of Police, R. R. District to the Jt. Secy. Manager, C.C.I. Ltd., Tandur with regard to Employment particulars of Mr. K. Babu/Petitioner.
9. Ex. M-9—Copy of the letter issued by the Sr. Personal-cum-Administrative Officer to Sri K. Babu with regard to irregular in attending duties.
10. Ex. W-10—Copy of the letter issued by the Dy. Manager (P&A) to Sri K. Babu with regard to admitting him to be regular in attending duties.
11. Ex. W-11—Office copy of Telegram given by the Dy. Manager (P&A) to Sri K. Babu with regard to report for duty immediately.
12. Ex. W-12—Copy of the charge sheet issued by the Chief General Manager to Sri K. Babu.
13. Ex. W-13—Explanation submitted by K. Babu, Peon to the Deputy Manager (P&A) Tandur Cement Project with regard to Charge sheet.
14. Ex. W-14—Copy of the warning letter issued by the Chief General Manager to Sri K. Babu, Peon.
15. Ex. W-15—Copy of the Memo issued by the Deputy Manager to Sri K. Babu.
16. Ex. W-16—Copy of the Memo issued by the Deputy Manager (P&A) to Sri K. Babu.
17. Ex. W-17—Notice issued to K. Babu by the Chief General Manager through Eenadu daily newspaper dated 9-8-86.

नई दिल्ली, 18 फरवरी, 1993

का.आ. 490.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मद्रास डॉक लेबर बोर्ड, मद्रास के प्रबन्धतन्त्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, मद्रास के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-1-93 को प्राप्त हुआ था।

[संख्या एन-33011/3/90-आई आर (विभिन्न)]

बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 18th February, 1993

S.O. 490.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Madras-104 as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Madras Dock Labour Board, Madras-1 and their workmen, which was received by the Central Government on 29-1-1993.

[No. L-33011/3/90-IR(Misc.)]

B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL NADU
MADRAS

Tuesday, the 17th day of November, 1992

Industrial Dispute No. 52 of 1990

PRESENT :

Thiru M. Gopalaswamy, B.Sc., B.L., Industrial Tribunal.
(In the matter of the dispute for adjudication under section 10(1)(d) of the Industrial Disputes Act, 1947 between the workmen and the management of Madras Dock Labour Board, Madras-1.)

BETWEEN

The workmen represented by
The General Secretary,
The Madras Harbour Workers Union,
'Bhagat House',
204, Prakasam Salai, Madras-600108.

AND

The Chairman,
Madras Dock Labour Board,
Rajaji Salai, Madras-600001.

REFERENCE :

Order No. L-33011/3/90-IR(Misc.), dated 21-6-1990 of the Ministry of Labour, Government of India, New Delhi.

This dispute coming on this day for final disposal in the presence of Thiru M. Shanmugavelu, Advocate appearing for the workmen and of Thiru R. Arumugam, Advocate appearing for the management, upon perusing the reference, claim and counter statements and other connected papers on record and the parties having filed a joint memo and recording the same, this Tribunal passed the following :

AWARD

This dispute between the workmen and the management of Madras Dock Labour Board, Rajaji Salai, Madras-1 arises out of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947 by the Government of India, in its Order No. L-33011/3/90-IR(Misc.), dated 21-6-1990 of the Ministry of Labour, for adjudication of the following issue :

"Whether the demand of the General Secretary, The Madras Harbour Workers Union, 'Bhagat House', 204, Prakasam Salai, Madras-600108 for absorption of 59 casual workers (as per list attached) by the management of Madras Dock Labour Board, Rajaji Salai, Madras is justified. If so, to what relief the workmen concerned are entitled?"

CLEARING AND FORWARDING WORKERS (CASUAL) NAMES LIST
DATE OF APPOINTMENT 21-2-1980 (ALL WORKERS)

S. No.	Name	Card No.	Father Name	Designation
1.	K. Bakthan	1001	Kanniappan	Mazdoor
2.	S. Gowthaman	1002	Seshachalam	Mazdoor
3.	C. Kesavan	1003	Chidambaram	Mazdoor
4.	M. Narasimman	1004	R. Munusamy	Mazdoor
5.	R. Thambiran	1005	Rathinam	Mazdoor
6.	S. Palani	1006	Subramani	Mazdoor
7.	J. Kalidoss	1007	Jeyaraman	Mazdoor
8.	B. Ramachandran	1008	Balakrishnan	Mazdoor
9.	M. Subramani	1009	Mottai	Mazdoor
10.	G. Ramasamy	1010	Kundumani	Mazdoor
11.	K. Malar	1011	Kannan	Mistry
12.	K. Kapali	1012	Kuppusamy	Maistry
13.	K. Sundara Moorthy	1013	Kanniappan	Mazdoor
14.	K. Shanmugam	1014	Kannan	Mazdoor
15.	G. Jeyasankar	1015	Gopal	Maistry
16.	M. Puruosothaman	1016	Murugesan	Mistry
17.	A. Syed Sabir Rahiman	1017	Abdul Mazit	Maistry
18.	K. Arumugam	1018	Kanniappan	Maistry
19.	K. Delli	1019	Kanniappan	Maistry
20.	B. V. Allapichai	1020	Bashir boy	Maistry
21.	M. Neelakandan	1021	Murugen	Maistry
22.	K. Perumal	1022	Kannappan	Mazdoor
23.	A. Muthu	1023	Arumugam	Mazdoor
24.	P. Nagappan	1024	Periyasamy	Mazdoor
25.	F. Govindaraj	1025	Elumalai	Mazdoor
26.	B. Thiru Neelakandan	1026	Ragavan	Mazdoor
27.	P. Jeyaraman	1027	Ponnusamy	Maistry
28.	K. Gopal	1028	Kanniappan	Maistry
29.	T. Alagu	1029	Periyasamy	Mazdoor
30.	M. Natarajan	1030	Masilamani	Mazdoor
31.	M. Arumugam	1031	Mannathan	Mazdoor
32.	P. Rajendran	1032	Palayam	Mazdoor
33.	V. Ramalingam	1033	Varadhan	Mazdoor
34.	V. Devadoss	1034	Varadhan	Mazdoor
35.	A. Ganesan	1035	Aladian	Mazdoor
36.	G. Selvam	1036	Govindasamy	Mazdoor
37.	G. Krishnan	1037	Gopal	Mazdoor
38.	J. Syed Nasir	1038	Johnny	Mazdoor
39.	A. Ravikumar	1039	Eithiraj	Mazdoor
40.	S. Ranalingam	1040	Subramani	Mazdoor
41.	A. Anthoniraj	1041	A. Kaspar	Mazdoor
42.	Alagarsamy	1042	Duraisamy	Mazdoor
43.	G. Pandian	1043	Jeyaraman	Mazdoor
44.	K. Karunakaran	1044	Krishnan	Mazdoor
45.	C. Balakrishnan	1045	Chinnappan	Mazdoor
46.	A. Subramani	1046	Arumugam	Mazdoor
47.	N. Vedhachalam	1047	Narasimman	Mazdoor
48.	V. Sunderraj	1048	Venkatesan	Mazdoor
49.	S. Annamalai	1049	Sinni Naicker	Maistry
50.	R. Ganasundaram	1050	Rathinam	Maistry
51.	D. Joseph	1051	Dhanasingh	Maistry
52.	M. Sundaram	1052	Manickam	Mazdoor
53.	M. Palani	1053	Munusamy	Mazdoor
54.	M. Jeyaraman	1054	Malayan	Mazdoor
55.	K. Moorthy	1055	Krishnan	Maistry
56.	V. Sundaram	1056	Veeramuthu	Maistry
57.	R. Anandaraj	1057	Ramadoss	Maistry
58.	C. Selvam	1058	Chinnappa	Maistry
59.	P. Gandhi	1059	Bharthasarathy	Maistry

(2) Parties were served with summons. Both parties were represented by counsel.

(3) Petitioner—Union filed its claim statement on 17-9-90 putting forth the claim of the workmen. In repudiation thereof, the Respondent—Management has filed their counter statement on 11-1-1991.

(4) After several adjournments, when the dispute was called today, both the parties filed a joint memo. It runs as follows:

"The issue involved in the above Industrial Dispute is for the absorption of 39 casual workers in the Respondent Board. Pending the above Industrial Dispute, the Respondent absorbed 39 casual workers involved in this Industrial Dispute in the Respondent Board as permanent workmen as and when vacancies arose.

In these circumstances the Petitioner and Respondent jointly pray that the above Industrial Dispute may be dismissed as withdrawn by the workmen."

(5) In view of the joint memo, industrial dispute is dismissed as withdrawn.

Dated, this 17th day of November, 1992.

THIRU M. GOPALASWAMY, Industrial Tribunal

नई दिल्ली, 16 फरवरी, 1993

का.ग्रा. 491.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार केन्द्रीय स्टोर्स डिपार्टमेंट अम्बाला कैंट के प्रबंधन के संबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-2-93 को प्राप्त हुआ था।

[सं. एल-14012/14/88-डी-II(बी)(पार्ट)]
के. वी. बी. उन्नी, ईस्क अधिकारी

New Delhi, the 16th February, 1993

S.O. 491.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure. in the industrial dispute between the employers in relation to the management of Canteen Store Department, Ambala Cantt. and their workmen, which was received by the Central Government on 16-2-1993.

[No. L-14012/14/88-D2-B(Pt.)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
CUM-1 ABOVE COURT, CHANDIGARH

Case No. I.D. 62/89

Jaswant Kumar Vs. Canteen Store Department.

For the workman : Shri P. S. Arora.

For the management : Shri I. S. Sidhu.

AWARD

Central Government vide Gazette Notification No. L-14012/14/88-D2(B), dated 26th April, 1989 issued U/s. 10(i)(d) of

the I.D. Act, 1947 referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of Canteen Stores Department, Ambala Cantt. in terminating the services of Shri Jaswant Kumar w.e.f. 21-12-87 is justified? If not, to what relief and from what date he is entitled to?

2. It has been alleged in the claim statement that the petitioner joined the service of Canteen Store Department, Ambala Depot in the month of July 1981 as mazdoor and worked as such upto 20-12-1987 and his services were terminated w.e.f. 21-12-87 by the General Manager, Canteen Store Department, Ambala Cantt. It is further alleged that his services were illegally terminated without any reason or cause, charge sheet and enquiry. He made representation which was also rejected. It is further alleged that the juniors persons were retained in the service. The management has thus violated the provisions of Sections 25-F 25-G and 25-H of the I.D. Act, 1947. It is further alleged that his termination is against rules and in violation of the mandatory provisions of law. It is further alleged that the work had continued even after illegal termination of his services. It is prayed that he be reinstated with full back wages and continuity of service.

3. Respondent management contested the claim. The plea has been taken that the petitioner was appointed purely on daily wage basis on stop gap arrangement to carry out jobs arising on day today basis. This does not confer any right to get a permanent job in this department. It is further pleaded that the employees of Canteen Store Department are governed by FR&SR vide letter No. DOCCUS/00866/Q/CAN/201/S/D(Mov) dated 9-3-1981 promulgated vide Service Order No. 42/81 dated 12-5-1981. Therefore, the question of applicability of Sections 25-F, G and H of the I.D. Act does not arise. It is further pleaded that Canteen Store Department is a Central Government Department under Ministry of Defence hence its employees does not come under the purview of I.D. Act, 1947. Further plea has been taken that to fill up the vacancies of Group D posts the panels are drawn by the staff selection board and the employees are taken duly sponsored by the Employment Exchange as well as daily rated employees prior to June 1987. It is further pleaded that no doubt these individuals were working on daily rated basis before 1987 but they were not found fit for regularisation by the selection board. The candidates who have been found fit as per Staff Selection Board convened at CSD Depots are fit for giving appointment on regular basis. Appointments are offered to empanelled candidates and no other source department can employ any candidates. For these successful candidates we have drawn All India Panel comprising 450 candidates. Till now employment to 77 No. of candidates have been given as per the existing vacancies in the department. The appointment to rest of the empanelled candidates will be issued as and when the vacancy will take place. Since the names of the above individuals are not empanelled, services of them have been terminated/dispensed with and prayed for the dismissal of the reference.

4. Replication was also filed reasserting the claim made in the claim petition.

5. In support of his case the petitioner produced himself as WW1 and filed his affidavit Ex. W1 in evidence. Respondent management produced Shri G. Ramchandaran, Area Manager as MW1 who filed his affidavit Ex. M1 in evidence and both the parties closed their case.

6. I have heard both the parties and gone through the evidence and record.

7. The question involves in this case is whether Canteen Store Department falls within the definition of "industry" under the Industrial Disputes Act, 1947. Learned Counsel appearing on behalf of the workman has argued that the petitioner was working as mazdoor with the respondent management and therefore, is a separable and ancillary activities which would nevertheless, be within the ambit of 'Industry'. On the contrary learned counsel for the management has argued that the respondent management is an integral part of the Armed Forces and thus does not fall within the definition of 'Industry'. Contention raised by the counsel

for the petitioner is meritless. No doubt that the petitioner is not otherwise subject to military law but he is an associate in accompany the armed personnel on active service, or in the camp or in march. Although he is non-combatants and in some matters governed by the Civil Service Regulations, yet they are integral to the Armed Forces. The present case squarely falls within the ratio of 1976(32) F.L.R. page 22 (S.C.) Ous Kutilingal Achudan Nair and others and Union of India and others wherein the matter was at rest at length and the following observations were made:

"Article 33 of the Constitution provides an exception to the preceding Articles in Part III including Art. 19(1)(c). By Article 33, Parliament is empowered the rights conferred by Part III shall, in their application to the members of the Armed Forces of Forces charged with the maintenance of public order, be restricted or abrogated so as to ensure the proper discharge of their duties and the maintenance of discipline among them.

In enacting the Army Act, 1950, in so far as it restricts or abrogates any of the fundamental rights of the members of the Armed Forces, Parliament derives its competence from Article 33 of the Constitution. Section 2(1) of the Act enumerates, the persons who are subject to the operation of this Act. According to sub-clause (i) of this section, persons governed by the Act, include 'persons not otherwise subject to military law who, on active service, in camp on the march or at any frontier post specified by the Central Government by notification in this behalf, are employed by, or are in the service of or are followers of, or accompany any portion of the regular army'.

The members of the Unions represented by the appellants obviously fall within this category. It is their duty to follow or accompany the Armed personnel on active service, or in camp or on the march. Although they are non-combatants and are in some matters governed by the Civil Service Regulations, yet they are integral to the Armed Forces. They answer the description of the "members of the Armed Forces" within the contemplation of Article 33. Consequently by virtue of Section 21 of the Army Act, the Central Government was competent by notification to make rules restricting or curtailing their fundamental rights under Article 19(1)(c)."

The said view was also endorsed in 1987(54) F.L.R. page 78 S.C. Gopal Upadhyaya and others and Union of India. The same view was also taken in LPA No. 1010/90 decided on 29-7-1992 Dalip Chand and others vs. Union of India. The said case was related to the casual workers deployed with G.R.I.F. (Border Road Organisation) a unit of Armed Forces and it was held that:

"No exception can indeed be taken to the learned single judge holding GREP to be integral part of the Armed Forces and not thereby falling within the definition of 'industry' under the Industrial Disputes Act. We also wish respect endorse the view."

In view of the discussion made in the earlier paras and the settled case law, the respondent management is certainly does not fall within the definition of 'Industry' under the I.D. Act, 1947. The petitioner is not entitled to any claim. The reference is dismissed and returned to the Ministry.

Chandigarh.

10-12-1992.

ARVIND KUMAR, Presiding Officer

नई दिल्ली, 16 फरवरी, 1993

का.आ. 402—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार भलान बाडडो इलेक्ट्रिक प्रोजेक्ट, ज्योतिपुरम के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अन्वय

में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-2-93 को प्राप्त हुआ था।

[स. एन-42012/114/87-डी-II(बी)]

के.वी.बी. उन्नी, ईस्क अधिकारी

New Delhi, the 16th February, 1993

S.O. 492.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Salal Hydro Electric Project, Jyoti puram and their workmen, which was received by the Central Government on 16-2-93.

[No. L-42012/114/87-D.II(B)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, CHANDIGARH

Case No. I.D. 54/89

Joginder Kumar

Versus

Salal Hydro Electric Project.

For the Workman—Shri B. K. Raina.

For the management—Shri R. I. Gupta with V. K. Gupta.

AWARD

Central Government vide Gazette Notification No. 1-42012/114/87-D.II(B) dated 5th of April, 1989 issued U/S 10(1)(d) of the I.D. Act, 1947 referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of Salal Hydro Electric Project, Jyotipuram in denying pay scale of Rs. 210-290 at par with other workmen to Shri Joginder Kumar, Store Munshi token No. N-119, Transport Division w.e.f. 21-8-1979 is justified? If not, what relief he is entitled to?"

2. In the claim statement it was alleged that he was appointed on daily wage basis at Rs. 10 per day since 1977 with a designation of mechanic. It is further alleged that he was converted on work charge establishment w.e.f. 21-8-1979 in the pay scale of Rs. 196-232. It is further alleged that the petitioner is entitled to the scale of Rs. 210-290 as he was appointed as daily wage mechanic and the designation of mechanic was not given to the petitioner on conversion to work charge establishment. It is pleaded that action of the management for the conversion of workman from daily wage to work charge and by giving pay scale of Rs. 196-232 is unjustified. It is further pleaded that other colleagues of the petitioner were given the scale of Rs. 210-290. It is thus proved that the management be directed to give scale of Rs. 210-290 to the petitioner as store munshi from the date of conversion from daily wage to work charge with full monetary benefits.

3. Claim of the petitioner was contested. It has been pleaded that originally the petitioner was working on daily wage basis @ Rs. 10 per day and subsequently appointed in work charge cadre in the pay scale of Rs. 196-232 in accordance with the policies and guidelines drawn in 1977. It is further pleaded that the petitioner was given offer of appointment indicating therein pay scale, designation and other conditions of service. The petitioner accepted terms and conditions of the offer and joined service on 21-8-79. It

is further pleaded that protection of designation of daily wages was agreed to be given in the year 1980 as claimed by the petitioner in the statement of claim but, however, the petitioner was appointed w.e.f. 21-8-1979. It is, further, pleaded that the management had rightly appointed the petitioner in the scale of Rs. 196-232. It is, further pleaded that the petitioner has been promoted as store munshi in the scale of Rs. 210-290 and then in the scale of Rs. 260-430 w.e.f. 1-1-1983 and 1-1-1988 respectively and prayed for the dismissal of the reference.

4. Replication was also filed reasserting the claim made in the claim statement.

5. In support of his case the petitioner examined himself as WW1 and filed his affidavit Ex. W1 in evidence. The management also relied on document Ex. W2 offer of appointment and W3 appointment letter dated 21-8-1979. The petitioner also produced Naresh Puri as WW2 who filed his affidavit Ex. W4. The respondent management produced Mr. B. K. Raina General Secretary as MW1 who has been declared hostile. The management also produced Vinayak Chohan as MW2 who filed his affidavit Ex. M1.

6. I have heard both the parties and gone through the evidence and record.

7. The representative appearing on behalf of the workman has argued that on daily wage the petitioner was mechanic and upon his conversion in work charge cadre he should also be given the pay scale of mechanic which is Rs. 210-290 and the scale of Rs. 196-232 given to the petitioner is unjustified and against the natural justice and the management be directed to give the scale of Rs. 210-290 to the petitioner. There is no force in this contention. There is no evidence on the record that the services of the petitioner from daily wages to work charge cadre was converted. Rather the petitioner was given fresh appointment in work charge cadre. Ex. W2 is the offer of appointment dated 11-8-1979 in which the petitioner was offered the post of store helper in the work charge cadre in the scale of Rs. 196-232. The petitioner had accepted this offer. Upon his acceptance the petitioner was appointed in the said scale of Rs. 196-232 as store keeper. It was up to the petitioner to accept or not to accept the offer. Since he had given acceptance to the said offer he is to be governed with the terms and conditions laid down in the offer of appointment. He can not raise any dispute regarding terms and conditions after so many years. Admitted position is that offer of protection of designation was made in the year 1980 although the petitioner was appointed afresh w.e.f. 21-8-1979 and again cannot claim benefit of the said circular. The petitioner has also does not placed on the record the said circular for the judicial scrutiny.

In view of the discussion made in the earlier paras the petitioner is not entitled to any relief whatsoever. The reference is dismissed and returned to the Ministry.

Chandigarh.

ARVIND KUMAR, Presiding Officer

नई दिल्ली, 18 फरवरी, 1993

का.आ. 493.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बि.बि.एम.बि. के प्रबंधन के संवद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चंडीगढ़ 491 GI/93—17

के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-2-93 को प्राप्त हुआ था।

[सं. एल-42012/75/85-डी-II(पार्टे)]
के.वी.बी. उष्णी, डेस्क अधिकारी

New Delhi, the 18th February, 1993

S.O. 493.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bhakra Beas Management Board, and their workmen, which was received by the Central Government on 17-2-93.

[No. L-42012/75/85-D.IIB(Pt.)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, CHANDIGARH

Case No. I.D. 5/87

Gurmair Singh.

Versus

BBMB.

For the workman—Shri R. K. Singh.

For the management—Shri C. Lal.

AWARD

Central Government vide Gazette Notification No. L-42012/75/85-D.IIB(B) dated 20th January, 1987 issued U/S 10(1)(d) of the I.D. Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of BBMB in terminating the employment of Shri Gurmair Singh son of Shri Chhottu Ram Ex-skilled labour at the end of April, 1984 is just and legal, if not to what relief is he workman entitled to and from what date?"

2. It has been alleged in the claim statement that he was employed on daily wages as skilled mazdoor in electric sub division since 1-7-1981 and had worked till 14-7-1984. It is further alleged that w.e.f. 17-7-1984 he was employed on work charge basis in the same very sub-division and had worked till the end of November, 1984 when his services were terminated without any reason what so ever. No notice and retrenchment compensation was paid to him and thus the management has violated the provisions of Section 25-F and 25-B of the I.D. Act, 1947. It is further alleged that the management did not maintain any seniority. It is further alleged that juniors were retained. It is further alleged that a certificate has been issued certifying the petitioner had worked as daily wagger from September, 1982 dated 11-11-1983. It is further alleged that the termination of the petitioner is illegal, void and bad in law. It is further alleged that the petitioner had died on 26-9-1986 and thus his reinstatement is not possible and prayed for full back wages till the date of his death i.e. 26-9-1986.

3. Respdt. management has contested the claim. In their written statement it has been alleged that the petitioner did not join the service w.e.f. 1-7-1981. However his period of job is detailed below :

Sr. No.	Month	No. of days worked
1.	10/82	27 days
2.	11/82	25 "
3.	12/82	Nil "
4.	1/83	29 "
5.	2/83	20 "
6.	3/83	Nil "
7.	4/83	7 "
8.	5/83	27 "
9.	6/83	27 "
10.	7/83	28 "
11.	8/83	Nil
12.	9/83	Nil
13.	10/83	29 "
14.	11/83	Nil
15.	12/83	28 days
16.	1/84	25 days
17.	2/84	Nil
18.	3/84	27 "
19.	4/84	27 "
20.	5/84	Nil
21.	6/84	Nil
22.	7/84	14 "
23.	8/84	Nil
24.	9/84	Nil
25.	10/84	Nil
26.	11/84	22 "

It is further pleaded that on 17-7-1984 to 13-10-1984 the petitioner was engaged only for 89 days against specific period. It is further alleged that the petitioner had worked on daily wages on his own sweet will. In certain months he did not turn up for work. It is further claimed that the number of days put in by the petitioner proceedings 12 calendar months from 11/84 are also less than 240 days, and thus the petitioner is not entitled to the benefits U/S 25-F of the I.D. Act, 1947. Other contentions were also denied. It is further pleaded that his service came to an end by afflux of time in October, 1984 and had put in only 22 days in the month of November, 1984. It is further alleged that in May, 1986 he was called for the post through employment exchange. His name appeared at serial number 3 but he did not turn up for re-employment. It was prayed that the petitioner is not entitled to any relief and the reference be dismissed.

4. In support of his case the respdt. management produced Sohail Lal SDO MW1 who filed his affidavit Ex. M1. MW2 Kundan Lal who had employed the petitioner in August, 1984 states that he died on 26-9-1986 in accident and got the compensation from the Insurance Company. He denied the suggestion that the petitioner joined service with him in year 1985. MW3 T. R. Banga from Oriental Insurance Co. appeared and stated that an amount of Rs. 48,384 was paid to the heirs of Gurmail Singh on account of his death in truck accident and truck belongs Kundan Lal contractor. Rep. of the petitioner also produced Shri Shelden Kumar as WW1 a Clerk of BBMB who tendered certificate Ex. W1 showing number of days put in by the petitioner. In cross-examination he has deposed that workman had not worked during 11/83, 2/84, 4/84 and 5/84 as per vouchers. No further evidence was led on behalf of the workman.

5. I have heard both the parties and gone through the evidence and record. Representative appearing on behalf of the workman has argued that the petitioner had completed 240 days proceedings 12 months from the date of his termination. Contention is meritless. The petitioner in his own statement of claim has alleged that his services were terminated in the end of November, 1984. The management's

witness Sohan Singh in his affidavit Ex. M1 filed in evidence has shown break up of the number of days put in by the petitioner, preceding 12 months to the date of termination it is apparent that the petitioner had not completed 240 days. Rather the appointment given to the petitioner w.e.f. 17-7-1984 to 13-10-1984 was only 89 days. Chart shown in the affidavit of the management's witness has also not been challenged in his cross-examination. Date of termination in April, 1984 is none of the case of any party. Date of termination i.e. 4 Nov. 1984 claimed by the petitioner in the statement of claim also corresponds with the stand taken by the respdt. management. The document Ex. W1 relied by the petitioner with regard to the number of days in 8/83 for 28 days and 9/83 for 28 days is no help to the petitioner since the said period does not fall within the period of 12 months preceding to the date of termination. As said above since the petitioner had not completed 240 days proceedings 12 months from November, 1984 certainly he is not entitled to claim benefits as provided U/S 25-F of the I.D. Act, 1947.

As apparent from the evidence of Kundan Lal, the petitioner was simultaneously working with him also since August, 1984 and then died on 26-9-1986 in accident for which compensation of Rs. 48,384 was duly paid to the legal heirs of the petitioner. The said legal heirs has not been impleaded in the present case. Nor there is any authorisation on behalf of the legal heirs.

In view of the discussion made in the earlier paras, no case is made out for grant of any relief. The reference is dismissed and returned to the Ministry.

ARVIND KUMAR, Presiding Officer

Chandigarh
3-12-92

नई दिल्ली, 18 फरवरी, 1993

का.आ. 494.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उत्तर रेलवे, लखनऊ के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-2-93 को प्राप्त हुआ था।

[सं. एल-41012/98/89-आई आर डी-यू]
के.वी.बी. उज्जनी, ईस्क अधिकारी

New Delhi, the 18th February, 1993

S.O. 494.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Northern Railway, Lucknow and their workmen, which was received by the Central Government on 18-2-93.

K. V. B. UNNY, Desk Officer

[No. L-41012/98/89-IRDU]

ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 20 of 1991

In the matter of dispute between:

Zonal Working President,
Uttar Railway Karamchhari Union,
96/196 Roshan Bajaj Lane,
Ganeshganj Lucknow.

AND

Senior Divisional Mechanical Engineer,
Uttar Rly D.R.M. Office,
Lucknow.

AWARD

1. The Central Government Ministry of Labour New Delhi, vide its notification no. L-41012/98/89-I.R. DU dated 12-1-1991 has referred the following dispute for adjudication to this Tribunal :—

Whether the Sr. D.M.E. Northern Rly Lucknow was justified in terminating the service of Sri Sarafat Ullah w.e.f. 4-10-81 ? If not, what relief the workman concerned is entitled to ?

2. The case of the Union is that the workman was appointed as a fitter Khalasi in the Locoshed Northern Rly on 5-3-80. However, his services were terminated w.e.f. 4-9-81 without compliance of the provisions of section 25F I.D. Act. The Union, has, therefore, prayed for the reinstatement of the workman with full back wages and all consequential benefits.

The case is contested by the management. The management plead that the alleged workman had never worked as alleged by the Union. Vide P.S. No. 6167 and 6963, the Rly Board has imposed a ban on the engagement of casual labour/substitutes except under the specific orders of the D.R.M. Later on vide P.S. no. 7716 a casual labour/substitute could be engaged only with the prior approval of the General Manager. The management further plead that it had come to the notice of the railway administration that a number of persons had been fraudulently shown on the muster roll with the connivance of some members of the office staff without any sanction from the competent authority. As a result of it the railway administration suffered a loss of crores of rupees by way of wages. The matter was taken up by the vigilance branch of the Headquarters and as a result of the inquiry conducted, the Sr. D.M.E. vide his order dt. 3-10-81 terminated all the fictitious persons who were shown on the muster roll. Some 2000 such persons were shown on the muster roll against casualty of total strength of 1500 employees. Since every thing was illegal and fraudulent, the Union is entitled to no relief. In fact there is no valid industrial dispute within the meaning of section 2(k) of the I.D. Act. It is also pleaded by the management that the alleged Union is neither recognised by the management nor it is registered under the Trade Union Act.

4. In its rejoinder the Union has alleged that the name of the workman concerned was entered in the time office register duly. The appointment was made after approval from AME (Loco) who was the appointing authority of class IV Staff. According to the Union, the bank to which the management has referred was in fact a ban on recruitment of officers. If there was such a ban, the workman cannot be penalised for the irregular acts of Railway officers. Moreover, section 25F of the Act does not ease to apply to appointment made by the railway officers in spite of existence of ban on recruitment.

5. In support of its case, the Union has examined the workman and has also filed a number of documents on 5-1-93. On the other hand, the management have examined Sri S. H. Raza, Office Suptd., in the office of Loco Foreman, Lucknow.

6. There is no dispute about the fact that there had been a ban on the recruitment of casual labour vide P.S. No. 6963 dt. 27-2-78 and No. 7716-A dt. 3-1-81. Initially no recruitment could be made without the approval of the Divisional Suptds. now DRMS. and subsequently it was ordered that it cannot be made without the prior approval of the General Manager. This is one aspect of the matter.

7. The question is whether Sri Sharafat Ullah, the alleged workman, was actually engaged on 5-3-80 and he had worked till 3-9-81.

8. On this point, in his affidavit, the management witness has deposed that there had been a total ban on the engagement of casual labour without the personal order and then of the General Manager and since no such order was issued in respect of the workman Sri Sharafat Ullah, the question of his valid appointment does not arise. He has further deposed that as a matter of fact Sri Sharafat Ullah alongwith others, with the connivance of head clerk Sri V. N. Srivastava and Sri Jai Karan Nath both of whom were suspended, got their names fraudulently entered on the muster roll. The Vigilance Branch of the railway seized all the relevant records and thereupon the Sr. D.M.E. vide his order dt. 30-10-81,

terminated all such fictitious persons whose names were fraudulently entered in the muster roll. Against the sanctioned strength of 1500 more than 2000 persons were shown on the muster roll.

9. In his cross examination, the management witness has deposed that there is no such record with the railway which may show that Sri Sarafat Ullah had ever worked in the railway. According to him 10-12 years old record are not preserved in the railway.

10. During the course of his cross examination he was confronted with Pay envelopes purported to be in the name of Sri Sharafat Ullah. The management witness in reply said that they are all fake. I may state here that the Union made no attempt to prove these pay envelopes. They are on printed forms and they do not bear the signatures of any official of the railway nor there appear on them any stamp of the office.

11. The workman has corroborated his case by means of his affidavit. According to him he was recruited by Sri Cowas, the then AME. He admits that he was not given any appointment letter. He expressed his ignorance whether or not Sri B. N. Srivastava, Head Clerk was ever suspended. He has also expressed ignorance on the point whether Sri Jai Karan was chargesheeted or not.

12. In paras (4), (5) and (6) of his cross examination, the workman has made certain statements which are very damaging to his case and which go to show that his name was in all probability entered in the muster roll fictitiously and that he had not worked at all as a Khalasi or casual labour in the railway.

13. In para (4) of his statement in his cross examination he stated that with him about 1000 persons were removed from service in 1981. He cannot tell the reason why so many persons were removed from service. However, according to him he learnt that several goondas and badmash used to take pay packets without being in service (bahut se gunde badmash vaise hi railway se tankha le jate the).

14. In para (5) of his statement he has deposed that as soon as he joined railway service he became the member of the Union. It means that he became the member of the Union on 5-3-80, the date on which according to the Union he was appointed as a Fitter Khalasi in the Locoshed Northern Rly Lucknow. Even after repeated inquiries he could not tell the correct name of the Union. He has given the name of the Union as Mazdoor Union when form the reference order it appears that the name of the Union which has espoused the case is Uttar Railway Karamchari Union. In the same para in his statement in cross examination, the workman has deposed that Sri Parvez Alam was the Neta of the workers. He however could not tell whether the said Parvez Alam had any thing to do with the Mazdoor Union. He has also said that from the very beginning he has been the member of the Union i.e. to say that he is still the member of the Union. In para (6) of his statement in cross examination, he says that it was only four years ago that he for the first time talked to the office bearers of the Union. Soon after making this statement he has stated that he talked to Sri Parvez Alam who took him to Wakil Sahib Sri B. D. Tewari. In the reference order it is mentioned that the dispute has been raised by the Zonal Working President Uttar Railway Karamchari Union Lucknow. Sri B. D. Tewari, has signed the claim statement in his capacity as Zonal Working President of the Union. I may state here that for the last about 5-1/2 years I have seen Sri Tewari representing himself as Zonal working President of the said Union. He has also said that before meeting Sri Tewari, he had not met any other office bearer of the Union in connection with the enforcement of his right in court.

15. The statement of the witness was recorded on 11-6-92. His services vide claim statement were terminated on 4-9-81. It follows therefore that in connection with the enforcement of his right he met Sri Parvez Alam and Sri B. D. Tewari for the first time in June 1988. The question is why he had kept silent for several years after the alleged termination of his services. He claims to be the member of the Union from the very beginning. Had he been, not amongst persons whose names were fraudulently entered in the muster roll as pleaded

by the management, he would not have sat silent for so many years. In case of his actual engagement he would have surely contacted the office bearers of the Union soon after the termination of his services and in that event the office bearers would have agitated the matter on his behalf by raising an industrial dispute.

16. Hence, from the evidence and circumstances I hold that the workman was never appointed as a Khalasi on 5-3-80 nor he had actually worked from then onwards upto 3-9-81. Like several others whose services were terminated by Sr. D.M.E. he was a person whose name was fraudulently entered in the muster roll. Being a fictitious person, the action of the Sr. D.M.E. cannot be challenged. The reference is answered against the Union/workman accordingly.

ARJAN DEV, Presiding Officer

नई दिल्ली, 18 फरवरी, 1993

का.आ. 495.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डिपार्टमेंट आफ टेलिकम्यूनिकेशन, मिर्जापुर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपद को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-2-93 को प्राप्त हुआ था।

[सं. एल-40012/242/91-आई आर डी यू.]

के.वी.बी. उण्णी, डेस्क अधिकारी

New Delhi, the 18th February, 1993

S.O. 495.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Telecommunications, Mirzapur and their workmen, which was received by the Central Government on 18-2-93.

[No. L-40012/242/91. IRDU]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEOFRE SRI ARJAN DEV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 105 of 1992

In the matter of dispute between:

Shri Chhotey Lal,
son of Sri Ram Jiyawan,
C/o Sri Vishnu Dev Pandey,
140/132 Jansengang Allahabad.

And

Up Mandal Adhikari,
Tar, Mirzapur.

AWARD

1. The Central Government, Ministry of Labour, New Delhi, vide its notification no. L-40012/242/91-I.R. (DU) dt. 2-9-92 has referred the following dispute for adjudication to this Tribunal:—

Whether the action of SDO Telegraphs and Divisional Engineer Telecom, Mirzapur in terminating the services of Sri Chhotey Lal S/o Sri Ram Jiyawan w.e.f. 1-5-89 is justified? If not, what relief he is entitled to?

2. In this case despite issue of notices to the parties none appeared on the dates fixed. No claim statement on behalf of the workman filed in the case. It therefore, appears that the workman is not interested in prosecuting the case. Therefore, a no claim award is given in the case.

3. Reference is answered accordingly.

ARJAN DEV, Presiding Officer

नई दिल्ली, 18 फरवरी, 1993

का.आ. 496.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, उत्तर रेलवे, लखनऊ के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपद को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-2-93 को प्राप्त हुआ था।

[सं. एल-41012/107/88-डी-II (बी)]

के.वी.बी. उण्णी, डेस्क अधिकारी

New Delhi, the 18th February, 1993

S.O. 496.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Northern Railway, Lucknow and their workmen, which was received by the Central Government on 18-2-1993.

[No. L-41012/107/88-D.II (B)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEOFRE SRI ARJAN DEV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 174 of 1989

In the matter of dispute :

BETWEEN

The Zonal Working President, Uttar Railway Karamchhari Union, 96/196 Roshan Bajaj Lane, Ganeshganj, Lucknow.

AND

The Divisional Railway Manager, Northern Railway, Lucknow-226001.

AWARD

1. The Central Government, Ministry of Labour, vide its Notification No. L-41012/107/88-D.II (B) dated 21-7-89, has referred the following dispute for adjudication to this Tribunal :

"Whether the demand of the Union to promote Shri S. S. Chatterjee, Senior Clerk presently posted under senior Electrical Engineer (Construction) (V) Kanpur to the post of Head Clerk from the date Shri Mohd. Mutin, Head Clerk working under Asstt. Engineer, Sultanpur has been promoted, is justified? If so, to what relief the workman concerned is entitled to?"

2. The case of the Union in brief is that workman was appointed as a Khalasi on 2-4-86 under AEN Northern Railway Sultanpur in Lucknow Division. On 30-1-53 on his promotion, vide letter dated 28-1-58 of A.E. Sultanpur, he was posted as Daftari. Subsequently he was transferred on promotion as Store Issuer to Chief Engineer (Construction) Chopan and posted under Executive Engineer (Construction) Pipri on deputation w.e.f. 28-7-59, he started officiating as material clerk in the Gr. Rs. 105—135 and continued as such till 27-10-68. On completion of Chopan project he was transferred to Railway Electrification Organisation w.e.f. 28-10-68 as material clerk in the same grade which grade on restructuring of cadres was revised as Rs. 260—400. The Union alleges that while the workman was working in the Construction Project at Chopan he was promoted as Sr. Clerk in the Grade Rs. 330—560 vide SEE/C/New Delhi letter dated 2-12-78 and at present he is working as senior clerk under SEE(C)-V, Kanpur. According to the Union despite being on deputation the lein of the workman continued to be maintained under D.R.M. Northern Railway Lucknow. The Union alleges that Mohd. Mutin who is junior to the workman is working as Head Clerk. So under the Next Below Rule, the workman is entitled to be promoted as Head Clerk bringing him at par with his junior in matters of pro-

motions and pay. The Union has therefore prayed that the workman be reassigned the seniority above Mohd. Matin and consequently be promoted and his pay fixed as head clerk.

3. The management plead that the workman was appointed as a store assistant under IOW Northern Railway Sultanpur on 24-1-70 and was promoted as Dattari which is a class IV post under NER Sultanpur in the pay scale of Rs. 35-40 vide NER/SLN letter NO. 4/E/SLN/SLN of 14/02/72 per entry in his service record. Thereafter he was transferred to construction department which was a temporary department Umarwa road on deputation. According to the management since the Construction Unit does not come under the Control of A.R.M. N. Railway Lucknow, the management have no knowledge or facts in respect of the workman in the Construction Unit. Since in the Construction Unit employees of the Railway working in different division are transferred, the seniority of any other benefit in the construction unit does not give them any right or effect in the parent division. They have their regular term in the parent division and their seniority is also maintained in their parent division.

4. The management admit that the workman is at present working under SEE (C)-V at Kanpur. The management further plead that at the time when the workman was sent to Construction Unit on deputation he was a class IV employee. He was never selected for the post of clerk in his parent department. Since Mohd. Matin has not been made a party in the case, the claim statement filed by the Union is not maintainable. No such junior under selected person was ever promoted as clerk. Lastly the management have raised legal pleas. According to the management, there is no legal dispute under section 2(k) of the I. D. Act. The alleged Union is neither recognised nor registered as such the Union has no legal right to raise an industrial dispute against the railway on behalf of the workman. The workman is not a member of the said Union. Moreover, there is no post of Zonal Working President in the said Union.

5. In its rejoinder the Union alleges that since the workman was duly promoted as senior clerk in the construction unit no fresh selection was required in the parent division. In any case it was no fault of the workman if he was not called in any selection by the D.R.M. Northern Ry. Lucknow. Since in the instant case on behalf of the workman, the Union has claimed re-fixation of his seniority and grade, Mohd. Matin is not a necessary party. Mohd. Matin was selected as clerk in 1973, when the workman was not called in the said selection. The Union has then alleged that it is a registered Trade Union, under the Trade Union Act 1926. The objections raised by the management with regard to the Union cannot be raised at this stage. They should have been raised at the conciliation stage.

6. In support of its case, the Union has examined the workman and has filed some documents. No evidence, oral or documentary, has been led by the management in support of their case.

7. During the course of arguments it was submitted by the authorised representatives for both sides that the workman has since retired and that at the time of his retirement he was working on deputation under SEE (Construction) N. Railway Kanpur. According to Sri Tewari, the auth. representative, for the Union the workman retired as senior clerk. Although this fact has not been admitted in the written statement Sri Jauhari has not challenge this fact specifically during the course of his arguments.

8. In this case it has been contended by Sri Jauhari that the workman being on deputation is entitled to retirement benefits on the basis of salary last drawn by him as senior clerk on deputation in accordance with the rules. He cannot be given promotion and pay of Head Clerk as he had not passed the departmental test for promotion as clerk. In para (4) of his statement in cross examination, although at first he expressed his ignorance on the point whether or not for promotion from class IV post to class III post a test is held, in his latter statements he admitted that such a test is held. He has specifically admitted that in his parent division for promotion to class III post from class IV post tests were held in 1970, 1973 and 1979. Since the workman had not passed any such test, on reversion to parent division his position would be that of class IV employee and not that of a class III employee.

9. On the other hand it has been contended by Sri B. D. Tewari, on behalf of the Union that if the workman could

not appear in such a test, he cannot be blamed for that and it is because of the fact that he was not called for the test.

10. I do not find any substance in the submissions made by Sri Tewari in view of the facts and circumstances which have come in the cross examination of the workman. We have seen above that at first he expressed his ignorance but subsequently admitted that such a test is held for promotion from Class IV post to class III post. It appears to me that he was not interested in the test as he was getting promotions one after the other while he was on deputation and was also getting project allowance. According to him in 1974 he made an application to D.P.O. for allowing him to appear in such a test. But this statement of his cannot be believed because he has no proof of it. Moreover, had such an application been given by him he would not have made the statement that he does not know whether for promotion from Class IV to Class III a test is held or not. In para 6 of his statement in cross examination, he has said that in 1973 for the first time he made a representation to the Sr. D.E.E., OHE Kanpur with the request to give him the posting of a class III employee or else said him back to his parent department. Towards the end of his cross examination he has admitted that he has no copy of any such representation. In view of the facts stated above this part of his statement also does not appear to be reliable.

11. It thus appears to me that while getting promotions on deputation and enjoying benefits of his posting on deputation he did not care to come back in his parent department to pass the test which were necessary for his further promotions in the parent department.

12. In para 5 of the rejoinder it has been alleged by the Union that Mohd. Matin was selected as a clerk in 1973. Hence I find that there is no application of Next Below Rule in the case of the present workman to which Sri B. D. Tewari has invited my attention. Had the workman been promoted alongwith Mohd. Matin as clerk after passing the test, in the event of Mohd. Matin being junior to him, he could have a genuine grievance if he had been superseded for no fault of his by the Railway Administration.

13. On 16-1-92, the arguments were heard in the case for the first. On 14-4-92 while preparing the case for dictating the award I found that certain points referred to in my order dated 13-4-92 require clarification at the hands of the representatives for the parties. I am sorry to state that the authorised representative of neither side gave the Tribunal any help on this point.

14. Hence, I do not find any force in the demand raised by the Union on behalf of the workman for his promotion to the post of Head Clerk from the date when Mohd. Matin was so promoted.

15. Consequently the reference is decided accordingly.

ARJAN DEV, Presiding Officer

नई दिल्ली, 18 फरवरी, 1993

का.आ. 497.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुमरण में, केन्द्रीय सरकार उत्तर रेलवे, इलाहाबाद के प्रबंधन के संबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्राणित करती है, जो केन्द्रीय सरकार को 18-2-93 को प्राप्त हुआ था।

[सं. एल-41012/84/91-आई आर डी यू]
के.बी.बी. उष्णी, डेस्क अधिकारी

New Delhi, the 18th February, 1993

S.O. 497.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Northern Railway, Allahabad and their workmen, which was received by the Central Government on 18-2-93.

[No. L-41012/84/91-IR(DU)]
K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SRI ARJAN DEV PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CUM-LABOUR COURT PANDU NAGAR, KANPUR
Industrial Dispute No. 108 of 1992

In the matter of dispute between :

Zonal Working President, Uttar Rly. Karamchari Union,
96/196, Roshan Bajaj Lane, Ganeshganj, Lucknow.

AND

The Divisional Rly. Manager, Uttar Railway, Allahabad.

AWARD

1. The Central Government, Ministry of Labour, vide its notification no. L-41012/84/91-I.R. (D.U.) dated 7-9-92 has referred the following dispute for adjudication to this Tribunal :—

“Whether the action of the L. R. Northern Rly. Allahabad in terminating the services of Sri Lokshman Prasad s/o Sri Babu Lal w.e.f. 6-7-82 is justified ? If not, what relief he is entitled to ?

2. In this case no claim statement was filed by the Union on behalf of the workman despite issue of notice. None appeared on the date fixed i.e. on 23-11-92, on behalf of the Union workman. It therefore, appears that neither the Union nor the workmen is interested in prosecuting the case. As such a no claim award is given in the case against the workman/Union.

3. Reference is answered accordingly.

Sd/-

ARJAN DEV, Presiding Officer

नई दिल्ली, 17 फरवरी, 1993

का.प्र. 498.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चंडीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-2-93 को प्राप्त हुआ था।

[संख्या एल-42012/137/87-डी-II (बी) डी-IV (बी)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 17th February, 1993

S.O. 498.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Food Corporation of India and their workmen, which was received by the Central Government on 17-2-1993.

[No. L-42012/137/87-D.II(B)/D.IV(B)]

RAJA LAL, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER,
CENTRAL GOVERNMENT, INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 62/88

Ganga Saran Vs. Food Corporation of India.

For the workman : Shri P. K. Singla.

For the management : Shri N. K. Zakhmi.

AWARD

Central Government vide Gazette Notification No. L-42012/137/87-D.II.B/IV(B) dated 1st of August, 1988 issued U/s 10(1)(d) of the I.D. Act, 1947 referred the following dispute to this Tribunal for adjudication :

“Whether the action of the Senior Regional Manager (Pb) Chandigarh in dismissing Shri Ganga Saran, Dusting Operator from service w.e.f. 1-4-1986 is legal and justified ? If not, to what relief the workman concerned is entitled ?”

2. In the claim statement it has been alleged that Senior Regional Manager on 11-4-1986 has charged sneeted him and the departmental inquiry was conducted by Kewal Singh Deputy Manager who submitted his report on 19-2-1987 on the basis of which S.R.M. Food Corporation of India has imposed penalty of dismissal from service from 1-4-1986. He filed an appeal to the Zonal Manager against the said order and the appeal was also rejected on 28-8-1986. It was further alleged that while posted at FSD Morinda some member of the staff union has some personal grudge with the petitioner and the said group of the staff union concocted false story and passed a resolution against him in order to put harm to him which resulted in the dismissal of the services of the workman. It is alleged that the departmental inquiry was not conducted in proper way as he was not given full opportunity to defend his case. It is further alleged that inquiry officer allowed the presenting officer to produce the document Ex. P2 which was not listed document nor the copy of the said document was given to the workman. It was further alleged that charge sheet itself allegation of abusive language alleged to have used by him however no exact words or the abuses were mentioned which is requirement of law. It is further stressed that Shri Giat Singh Asstt. manager (D) whom it is alleged that he had misbehaved or abused neither cited as witness nor he has produced as prosecution witness nor there is any complaint or report at the instance of said Giat Singh. It is further alleged that one witness Shri Sohan Lal had not supported the case of the prosecution. PW2 Amarjeet Singh was also not present at that very time and he has also deposed to this effect. PW4 Mazara Singh was also not a direct witness to the incident. It is further alleged that he was simply not examined in order to have the test to the effect whether the petitioner was under the influence of liquor. It is further pleaded that proper procedure was not followed by the inquiry officer during the course of inquiry. Reasonable opportunity was not given to him. He was not served with show cause notice before the dismissal. Dismissal order is not speaking order. His appeal was also rejected without applying mind by the Zonal Manager. Inquiry officer did not supply the copies of the documents which is mandatory under law and has prayed for the reinstatement with back wages.

3. In the written statement the plea has been taken that workman is guilty of acts of misconduct. It is further pleaded that during the course of inquiry full opportunity was given to the petitioner. The inquiry was fair and proper. The disciplinary authority imposed the penalty of dismissal after applying its mind. It is also pleaded that the management reserve the right to prove act of misconduct if the court find any infirmity in the inquiry by leading oral as well as documentary evidence. It was further pleaded that the appellate authority had carefully considered and rejected the appeal of the workman. The allegation contained in the claim statement were denied. It was pleaded that the appellate authority had carefully considered and valid. It is further pleaded that the workman is guilty of serious acts of misconduct and on 25-11-1983 under the influence of liquor misbehaved and abused his colleague and senior staff members. It was further alleged that the workman alongwith his representative attended the whole of the inquiry proceedings and cross-examined the witnesses. The charges were very specific. The action of the management is legal and based on the report of the inquiry officer who held him guilty of misconduct. It was further pleaded that the workman has number of times misbehaved with his colleagues and thereafter had been giving due apology and undertaking not to quarrel with his colleagues in future, and prayed for the dismissal of the reference.

4. Replication was also filed reasserting the facts as in the claim statement.

5. In support of his case petitioner produced himself as WW1 and filed his affidavit Ex. W1 in evidence and also relied on documents Ex. W2 the office order, Ex. W3 letter dated 10-6-87, W4, W5 and W7 are the office orders, W6 is the corrigendum. W8 and W8A are the application and the representation of the petitioner, W9 and W10 is the order dated 28-8-86, W11 is the memorandum and their annexures are W12 to W14, W15 is the written brief in defence W16 is the appeal, W17 is list of cases, W18 is the certificate, W19 statement of Amarjeet Singh, W20 is the statement of another witness, W21 is the statement of Sohan

Lal, W22 is the statement of Avtar Singh, W23 is the statement of Kewal Singh, W24 statement of Ved Parkash, W25 subsequent statement of Kewal Singh, W26 statement of Kewal Singh, W27 memorandum of appeal, W28 is the list of cases, W29 written brief, W30 is the order of the punishing authority, W31 the report of the inquiry officer, W32 the order sheet, W33 is the appeal and W34 is the order. In cross-examination he has stated that he did not cross-examine the management's witnesses as no opportunity was given to him and he was not allowed to produce more than one witness. He has also stated that he filed an appeal against the order to appellate authority which was also dismissed.

The respdt. management produced Mr. K. S. Chahal District Manager FCI as MW1 who filed his affidavit in evidence Ex. M1. In cross-examination he has admitted that no medical examination done or FIR was lodged but disciplinary proceedings were started against him. He has admitted that the employees get punishment only against the charges pending against the workman. He has admitted that he can not say with whom he misbehaved but it was in the inquiry proceedings and in the statement of Amarjit Singh. He had shown his ignorance whether the workman has got the punishment for his earlier misconduct in the separate charges.

6. I have heard both the parties and gone through the written arguments filed by the parties.

7. Rep. appearing on behalf of the workman has argued that article of charges have not been proved by the respdt. management against the petitioner and thus dismissal of the petitioner is not tenable in the eyes of law and violative of the principle of natural justice. On the contrary counsel appearing on behalf of the respdt. management has argued that the petitioner is a habitual trouble creator for which he has been chargesheeted and punished on many occasions. I am not convinced with the arguments advanced by the counsel for the respdt. management. The petitioner was charge sheeted for two charges. First charge relates to the incident dated 25-11-1983 on which date he entered the depot premises under the drunken conditions and misbehaved with the colleagues and members of the F.S.D. 2nd Charge is that he is habitual trouble creator and did not improve his behaviour even after his transfer to another station. So far first charge is concerned there is absolutely no evidence on the record to connect the petitioner with the incident dated 25-11-1983. Giat Singh Asst. Manager (Depot) to whom it is stated that the petitioner had misbehaved and abused neither cited as a witness nor produced as prosecution witness. Other witnesses produced during the course of enquiry has also not supported the case of the respdt. management as they have failed to connect the petitioner with the incident dated 25-11-1983. Not only this the petitioner has also been exonerated of the said charge by the Managing Director of the Respdt. management in its order passed on 7-11-1988 which is Ex. W34 in the review application of the petitioner in which it has been said that there is no direct evidence of drunken misbehaviour and the two witnesses who has testify that this official is smelling of liquor is not enough to sustain the charge.

Further with regard to the 2nd charge that the petitioner is habitual trouble creator, there is no specific instances in the charge. It is settled law that the charge has to be specific relating to the date and time of the incident. The charges cannot be in general. Further it is not denying the fact that on earlier charges of misconduct the petitioner has been adequately punished as the same has been reflected in the orders passed by the Managing Director in the review application which is Ex. W34. Punishment on earlier charges also shall amounts to double punishment. Therefore extreme punishment of dismissal on the vague charge that the petitioner is habitual trouble creator can not stand.

The rep. of the petitioner has also restricted his claim for foregoing back wages altogether and has admitted to accept the punishment of two increments with cumulative effect.

In view of the discussion made in the earlier paras the petitioner has already been exonerated by the Managing Director in the review petition of the main charge and the extreme penalty of dismissal imposed on the subsequent charge on account of periodic misconduct is certainly excessive. Thus it is ordered that the petitioner is reinstated with

continuity of service and the punishment of dismissal is substituted with the punishment of stoppage of two increments with cumulative effect. Backwages are denied to the petitioner.

Chandigarh.

16-12-92.

ARVIND KUMAR, Presiding Officer

नई दिल्ली, 17 फरवरी, 1993

का.भा. 499.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 12 के अनुसरण में, केन्द्रीय सरकार राजूर कोलियरी ग्राफ डब्ल्यू. सी. एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 2 बम्बई के पृथक् को प्रकशित करती है, जो केन्द्रीय सरकार को 16-2-93 को प्राप्त हुआ था।

[संख्या एल-22012/445/91-आई आर (सी-II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 17th February, 1993

S.O. 499.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Bombay as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Rajur Colliery of W.C. Ltd., and their workmen, which was received by the Central Government on 16-2-1993.

[No. L-22012/445/91-IR(C. II)]

RAJA LAL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT TRIBUNAL
NO. 2 BOMBAY

PRESENT :

Shri P. D. Apshankar, Presiding Officer.

REFERENCE NO. CGIT-2/36 OF 1992

PARTIES :

Employers in relation to the management of Rajur Colliery of W.C. Ltd.

AND

Their Workmen

APPEARANCES :

For the Employers : Shri G. S. Kapur, Advocate.

For the Workmen : No Appearance.

INDUSTRY : Coal Mines.

STATE : Maharashtra

Bombay, the 3rd February, 1993

AWARD

The Central Government by their order No. L-22012/445/91-IR (C. II) dated 9-6-1992 have referred the following Industrial Dispute to this Tribunal for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947.

"Whether Shri Nago Pocham Durgamwar and Shri Tataiya Jadhoo are entitled to be re-instated on their original job by the management of Rajur Colliery WCL, Wani Area, Dist. Yeotmal, if not, to what relief the workmen are entitled?"

2. After the said reference was received by this tribunal on 17-6-1992, the notices of the reference were issued to both the parties. Accordingly the representative of the management appeared before this Tribunal on 21-7-1992. The

notice of this reference was duly served upon the General Secretary of the Samyukth Khadan Mazdoor Sangh, W.C. Ltd., Rajur Colliery, Dist.-Yeotmal (MS) 445 309 on 30-7-1992. However, nobody from the union, nor any of the workmen, appeared before this tribunal on the next date i.e. on 18-8-1992. Therefore, a fresh notice was issued to the General Secretary of the said union and it was also duly served by Registered post on him on 4-9-1992. However, even on the subsequent date, i.e. on 18-9-1992 neither the workmen nor anybody from the union appeared before this Tribunal. The union and the workmen remained absent since the beginning even though the representative of the management remained present practically on all dates upto the last date, i.e. 22-1-1993. The union and the workmen remained absent even till today. As such it seems that the union and the workmen are not interested in pursuing the matter. As such the present reference stands disposed of.

P. D. APSHANKAR, Presiding Officer

नई दिल्ली, 17 फरवरी, 1993

का.आ. 500.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चंडीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार की 17-2-93 को प्राप्त हुआ था।

[संख्या एन-42011/73/86-डी-II (बी)/डी-4 (बी)]

एस-42011/74/86-डी-II (बी)/डी-4 (बी)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 17th February, 1993

S.O. 500.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the awards of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Food Corporation of India and their workmen, which were received by the Central Government on 17-2-1993.

[No. L-42011/73/86-D.II(B)/D.IV(B)]

I-42011/74/86-D.II(B)/D.IV(B)]

RAJA LAL, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, CHANDIGARH

Case No. I.D. 18/89

Surinder Kumar and Others Vs. Food Corporation of India.

For the workmen.—Workmen in person.

For the management.—Shri R. S. Khosla.

AWARD

Central Govt. vide gazette notification No. L-42011/73/86-D.II.B/D.IV.B. dated 31st January 1989 issued U/S 10(1)(d) of the I.D. Act 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the Distt. Manager and Asstt. Manager, FCI, Jammu in not regularising the services of S/Shri Surender Kumar, Lekh Raj, Chaman Lal, Baldev Rai, Vikram Bhatt, Dev Raj and Seva Ram, casual workers is justified? If not, to what relief the workmen concerned are entitled and from which date?"

2. Award passed in the above noted case of Surinder Kumar and others I.D. No. 18/89 shall be read in the reference No. 79/88 Patwari and Others Vs. Food Corporation of India.

3. In their respective statement of claim it has been pleaded that they had been working with the respdt. for number of years and they have completed more than 240 days of service and are entitled for regularisation of service. It is further pleaded that circular No. 28cc/13(4) 15 Vol. 1.1445 was issued in the year 1986 in violation of natural justice and labour laws and has been done to cause the break in the services of the petitioner. It is further pleaded that circular dated 6-5-87 is directions for the regularisations of the services of the petitioners covered in para VI of the circular and the respdt. management is delaying the process of regularisation. Workmen represented on many occasion but no effect and prayed that the services of the petitioners be regularised from the day they have completed 240 days.

4. Respdt. management contested their claim and has denied the averment made in the statement of claims and they have taken a number of preliminary objections. On merits the respdt. management has taken up the plea that the petitioners were engaged as a casual labourers purely on temporary and daily wage basis at D.C. rates prevailing at that time. The activities involved with the respdt. management is the storage of the food grains and the casual labourers are not required on regular basis but only seasonal and intermittent period. It is further pleaded that with this purpose the respondent management does not recruit its own labour but entered into an agreement with H.T.C. for supply of casual labourer. It is further pleaded that the petitioners were initially engaged by the H.T.C. and since the said H.T.C. has failed to make payment of the wages to the petitioners, the respdt. management made the payment of their wages after deducting the same from the H.T.C./contractor's bill as per directions of the Asstt. Labour Commissioner. It is further pleaded that the agreement between the management of the FCI and the contractor expired in October 1986. After October 1986 the petitioners were engaged by the FCI on purely temporary and daily wage basis on D.C. approved rates. The respdt. management admitted that the petitioners had completed 240 days of service. The plea was taken that they are not entitled to regularisation of service on this score. It is further pleaded that due to imposition of ban on the recruitment no vacancy against sanctioned strength and their services can not be regularised. Moreover the petitioners are not working on the sanctioned posts at all against which they can claim regularisation. It is further pleaded that the letter dated 23-3-1986 is not violative of principle of natural justice. It is further pleaded that mere completion of requisite 240 days does not create any right for regularisation of their service. Circular dated 6-5-1987 has been admitted. It was prayed that the claim of the petitioner be dismissed.

5. Replication was also filed reasserting the claim made in the claim statements.

6. In support of their case the petitioner examined Shri Surinder Kumar as WW1 who tendered his affidavit Ex. W1 and relied on the document Ex. W2. Lekh Raj produced himself as WW2 and tendered his affidavit Ex. W3, Chaman Lal produced himself as WW3 and tendered his affidavit Ex. W4 in evidence. Vikram Bhatt produced himself as WW4 and produced his affidavit Ex. W5 in evidence. Dev Raj produced himself as WW5 and tendered his affidavit Ex. W6, Seva Ram produced himself as WW6 and tendered his affidavit Ex. M7 in evidence.

In connected case No. I.D. 79/88 Patwari and others Patwari produced himself as WW1 and tendered his affidavit Ex. W1. Bhoi Ram produced himself as WW2 who tendered his affidavit Ex. W2. Ashok Kumar produced himself as WW3 who tendered his affidavit Ex. W3. Subhash Kumar produced himself as WW4 who tendered his affidavit Ex. W4. Natar Prakash produced himself as WW5 who tendered his affidavit Ex. W5. Soni produced himself as WW6 who tendered his affidavit Ex. W6 and Baldev Rai produced himself as WW7 who tendered his affidavit Ex. W7 in evidence.

Respdt. management produced Shri O. P. Choudhary District Manager as MW1 who filed his affidavit Ex. M1. Workman got proved documents Ex. W8 letter dated 8-11-1989 and

the documents Ex. W9 the correspondence and also got proved the letters Ex. W10 the Ex. W11 the circular.

7. I have heard the parties and gone through the evidence and record. Learned counsel appearing on behalf of the workmen has argued that the present petitioners have been working with the Respdt. for a number of years and are entitled for regularisation of their services in view of the circular Ex. W11 issued by the Respdt. and the present petitioners squarely falls within the ratio of the said circular. It has also been argued that the posts are available and the present petitioners are the senior most eligible for the said regularisation. On the contrary learned counsel for the respdt. management has argued that the present petitioners do not fit within the eligible criteria as contained in the said circular as they have not been employees of the Food Corporation of India for three months on the cut off date i.e. 2-5-1986 and were employees of the handling and transport contractor, it has also been argued that the said handling and transport contractor has failed to make the payment to the petitioner and thus the respdt. management made payment of their wages after deduction from the handling and transport contractor bill and this was done at the instance of the Labour Commissioner. It has also been pointed out that in October 1986 the contract had expired. Thereafter, the petitioners were engaged by the Food Corporation of India on part time and daily wage basis. Contention raised by the counsel for the respdt. management is merit less. The present petitioners might have been engaged with the Respdt. through the handling and transport contractor but there is no denying the fact that the respdt. management had been paying the wages to the present petitioners for more than three months i.e. from the cut off date i.e. 2-5-1986. Not only this the present petitioners had been continuing the employees of the respdt. management even after October 1986 when the alleged contract stated to have been expired in October 1986. As in October 1986 the respdt. management had not issued any appointment letters to the petitioners engaging directly the present petitioners. Thus the fact remains that the petitioners while working with the respondent have been getting the wages for more than three months from the cut off date i.e. 2-5-1986. Ex. W11 is the circular which stipulates that casual/daily rated employees who have completed three months period on 2-5-1986 and possess the requisite qualifications regularise the services of the eligible daily rated casual employees. The regional manager of the respdt. management have also recommended the case of the present petitioners for the regularisation in his letter dated 8-11-1989 which is Ex. W8 and the same has been admitted by Mr. O. P. Choudhary, District Manager when appeared as MW 1. The said letter also contains that there is short fall of 28 posts. The regional Manager FCI in its letter dated 16-4-91 which is Ex. M10 has also recommended the case of the petitioner for the purpose of regularisation on the condition that the same shall be done from the date of their consent and will be adjusted against the available vacancies as per their qualification subject to their withdrawing the case. The names of the present petitioners were also annexed in the said letter. It was also addressed to the Zonal Manager. In the said letter there is also mention of existence of 28 posts categories as 13 posts of watchman and 15 posts of messengers. If diavated to the arguments of the counsel for the respdt. management that the present petitioners are not in the service of the respdt. management as on 2-5-1986 there was no question of recommending the case of the present petitioners the Regional Manager to the Zonal Office. Present petitioners have been working for a number of years with the respdt. management. They have gained sufficient experience in their respective jobs. There is existence of 28 vacancies. It means that the respdt. management requires the services of all the employees. Circular Ex. W11 dated 6-5-1987 is duly applicable to the present petitioners and the present petitioners are certainly deserve regularisation by virtue of the said circular.

In view of the discussion made in the earlier paras the respdt. management is directed to take all the necessary steps to regularise the services of the present petitioners in pursuance of the circular dated 6-5-1987 which is Ex. W11 and all needful shall be done within three months from the publication of this Award.

Chandigarh.

ARVIND KUMAR, Presiding Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, CHANDIGARH

Case No. I. D. 79/88

Patwari and others Vs. Food Corporation of India.
For the workmen.—Shri Anup Kaul.

For the management.—Shri R. S. Khosla.

AWARD

Central Govt. vide gazettee notification No. L-42011/74/86-D.II.B/D.IV(B) dated 6th October, 1988 issued U/s 10(1)(d) of the I.D. Act 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the Distt. Manager, FCI Jammu and Asstt. Manager, FCI Jammu in not regularising the services of S/Shri Patwari, Somi, Baldev Raj, Bhoj Raj, Pawan Singh and Ashok Kumar, Netar Parkash and Subhash is justified ? If not, to what relief the workmen are entitled and from what date ?"

2. For Award see case No. I. D. 18/89 Surinder Kumar and others versus Food Corporation of India.
Chandigarh.

ARVIND KUMAR, Presiding Officer

नई दिल्ली, 17 फरवरी, 1993

का.श्रा. 501.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चंडीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-2-92 को प्राप्त हुआ था।

[संख्या एल-42012/105/87-डी-II (बी)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 17th February, 1993

S.O. 501.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Food Corporation of India and their workmen, which was received by the Central Government on 17-2-1993.

[No. L-42012/105/87-D.II(B)]

RAJA LAL, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, CHANDIGARH

I. D. 69/88

Jeeven Dass Vs. Food Corporation of India.
For the workman.—Shri O. P. Batra.

For the management.—Shri Pramod Jain.

AWARD

Central Govt. vide gazettee notification No. L-42012/105/87-D.II(B) dated 30th September, 1988 issued U/s 10(1)(d) of the I. D. Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of Distt. Manager, Food Corporation of India, Rohtak in removing from service Shri

Jeewan Dass son of Shri Lashkar Ram, Safaiwala at FCI Hired Godown, Hindu College Sonapat w.e.f. 14-12-1982 is legal and justified? If not, to what relief the workman concerned entitled and from what date?"

2. It has been alleged in the claim statement that the petitioner was appointed as Safaiwala on 6-6-1977 by the Distt. manager FCI Rohtak and was posted at Hired Godown of the FCI at Sonapat where he joined on 10-6-1977. It is further alleged that he confirmed in this post on 10-6-1978 vide district manager order dated 2-4-1979. It is further alleged that his last pay drawn was Rs. 725/- excluding all deduction, like GPF etc. It is further alleged that his services were terminated on 30-11-1982 on the ground of absent from duty. It is further alleged that his termination order is illegal, unjustified and against the provisions of natural justice, equity and fair play. No full opportunity was granted to him in the enquiry proceedings before terminating his services and no show cause notice was issued to him. It is further alleged that he remained absent as his father was very seriously ill for long time. It is further alleged that the punishment awarded to him is too rash. It is further alleged that he left the head-quarter without having leave sanctioned in proper manner because of the circumstances beyond his control. His work was quite satisfactory. Thus it was prayed that his termination order be set aside and he be reinstated with full back wages and continuity of service w.e.f. 30-11-1982.

3. Respdt. management contested the claim. Preliminary objection has been taken that the petitioner has not exhausted the remedy available by way of appeal/review in terms of FCI staff Regulation against the order of disciplinary authority dated 14-12-1982. On merits it is pleaded that the services of the petitioner was terminated on 14-12-1982 and not on 30-11-82 and that too after observing all the formalities of the disciplinary proceedings on the basis of the enquiry report and the principle of fair play was duly observed. It is further pleaded that the workman was given all the reasonable opportunity to improve his conduct and work but inspite of giving warnings absented himself from duty time and again. It is further pleaded that the charge of will fully absent from duty has also been accepted by the workman himself. It is further pleaded that he remained absent without any intimation from 14-1-1982 to 16-3-1982 without any leave application. It is further pleaded that several telegrams, memos were sent to the petitioner but he did not reply. It is further pleaded that the petitioner joined on 17-3-1982 without giving any thing in writing submitted his medical certificate for the period 1-4-1-1982 to 16-3-1982. It is further pleaded that again on 5-6-1982 the petitioner absented himself without any intimation and did not report for duty up to August 1982 inspite of number of telegramme. It is further pleaded that the absent from duty is serious charge and create indiscipline in the office. It is pleaded that full opportunity was given to the petitioner to defend his case. It is also stressed that the petitioner had not filed any appeal against the order of disciplinary authority and prayed for the dismissal of the reference.

4. Replication was also filed reasserting the claim made in the claim statement.

5. The petitioner has not led any evidence and neither the respdt. management led any evidence.

6. I have heard both the parties and gone through the record. Learned counsel for the petitioner has not argued the case on merits and has prayed for the intervention of this Court U/S 11-A of the I.D. Act 1947 for reinstatement of the petitioner. I do not find force in the contention and the present case is not fit for intervention U/S 11-A of the I.D. Act. 1947. The petitioner is habitual in remaining absent from duty without any intimation and leave. As apparent from the record he remained absent wilfully from 14-1-1982 to 16-3-1982 and did not turn up inspite of repeated reminders by the respdt. management and ultimately joined the duties on 17-3-1982 alongwith medical certificate and did not care to file leave application for the period he remained absent. Not only this he again remained absent from duty on 5-6-82 and did not report for duty up to August 1982. The charge of remaining wilfully absent from the duty has also been admitted by the petitioner in the statement of claim. He has taken the plea that he had to leave under the compelling

circumstances. The petitioner had been in the service of the respdt. management since 1977. He is suppose to know that in case he remained absent from duty without any leave being sanctioned he could be removed from the service. But he had not taken care of that obligation. As apparent from the record all the formalities has been observed by the Respdt. management while terminating the services of the petitioner on account of his wilfully absence. In 1990 (1) L.L.J. page 403 The Tata Engineering and Locomotive Co. Ltd. Vs. Presiding Officer, Industrial Tribunal Ranchi and another it was held that continuous absence without permission or leave is a misconduct and the management could proceed against the workman on this ground. It was also held that if not formal charge was delivered the discharge from service cannot be held to be bad in law.

In 1959 (1) L.L.J. 450 M/s. Burn & Co. Vs. Their workman, one H. D. Roy happened to be the General Secretary of the Union. He had been systematically absenting himself without permission. He did not apprise the Company of his whereabouts. His services were dispensed with on the ground of continued absence. Hon'ble Supreme Court has observed that conduct of Roy was highly irregular and there should have been an application for leave. The Court also held that Roy was not entitled to any relief.

In view of the discussion made in the earlier para and following the ratio laid down by the judgments cited above the petitioner is not entitled to any relief and not deserve any relief U/S 11-A of the I.D. Act 1947. The reference is returned accordingly.

Chandigarh.

ARVIND KUMAR, Presiding Officer

नई दिल्ली, 17 फरवरी, 1993

का.आ. 502-—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबंध में निदेशित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चंडीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-2-93 को प्राप्त हुआ था।

[संख्या एन-22012/10/89-आई आर (सी-II)]
राजा लाल, डेस्क अधिकारी

New Delhi, the 17th February, 1993

SO. 502.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Food Corporation of India and their workmen, which was received by the Central Government on 17-2-1993.

[No. L-22012/10/89-IR(C.II)]

RAJA LAL, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 106/89

Miss Bimla Devi Vs. Food Corporation of India,

For the workman : None.

For the management : Shri R. K. Chopra.

AWARD

Central Government vide Gazette Notification No. L-22012 (10)/89-IR(C.II) dated 20th July, 1989 issued U/s. 10(1)(d)

of the I.D. Act, 1947 referred the following dispute to this Tribunal for adjudication:

"Whether the action of the D. M. FCI, Chandigarh in retrenching Miss Bimla Dewi, Typist on daily wages in his office w.e.f. 13-7-88, is legal and justified? If not, to what relief the workman concerned is entitled and from which date?"

2. Petitioner in the claim statement has claimed that she joined service of the respondent on 21-6-1986 in the office of D.M. FCI, Chandigarh and her services were illegally terminated on 13-7-1988 although she had worked for more than two years and vacancies were still existed. It is further pleaded that the respondent management in their meeting had decided that workmen who have completed three months service on or before 2-5-1986 their services should be regularised. It is also pleaded that order of termination is illegal unjustified and no charge sheet, show cause notice was issued and has been passed in violation of Section 25-F of the I.D. Act, 1947.

Respondent filed the written statement. The plea has been taken that a cheque of Rs. 1710 dated 13-7-1988 on account of retrenchment compensation and one month pay in lieu of notice was offered to the workman on 13-7-1988 but she refused and consequently the termination letter alongwith the said cheque was sent through Registered post which was accepted by the workman and thus the management had complied with the provisions of Section 25-F of the I.D. Act, 1947. It was also pleaded that the appointment of the petitioner was after the cut off date i.e. 2-5-1986 and the said circular has no benefit to the petitioner.

Various registered notices were issued to the petitioner but none put up appearance. The management was asked to adduce evidence but they did not and the evidence of the management was closed.

From the pleadings it is apparent that the management did offer an amount of Rs. 1710 on 13-7-1988 the day the petitioner was retrenched but she refused and the said amount was sent through registered post which was accepted by the petitioner. The petitioner in her claim statement does not deny the receiving of the retrenchment compensation but she says that it was not given at the time of retrenchment but however she had refused and when sent by registered post same was accepted by her as claimed by the respondent management in written statement. Thus there is no violation of Section 25-F of the I.D. Act, 1947.

The petitioner in her own statement of claim has admitted that the circular of the board for regularisation of service of those employees who have completed three months service on or before the cut off date is 2-5-1986. Admittedly the appointment of the petitioner is after the cut off date, thus not entitled to any benefit of the said circular.

In view of the discussion made in the earlier paras the petitioner is not entitled to any relief. The reference is dismissed and returned to the Ministry.

Chandigarh.

ARVIND KUMAR, Presiding Officer

नई दिल्ली, 17 फरवरी, 1993

का.आ. 503.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, भारतीय स्टेट बैंक के प्रबंधन के संवत् नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण व श्रम न्यायालय, चंडीगढ़ के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 16-2-93 को प्राप्त हुआ था।

[संख्या एल-12012/307/86-डी II (ए)]

एस. के. जैन, डेस्क अधिकारी

New Delhi, the 17th February, 1993

S.O. 503.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the Annexure, in the industrial dispute between the employer in relation to the management of State Bank of India and their workmen, which was received by the Central Government on 16-2-1993.

[No. L-12012/307/86-D.II(A)]

S. K. JAIN, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 46/87

Suraj Prakash Vs. State Bank of India.

For the workman: Shri J. G. Verma.

For the management: Shri Ajay Kohli.

AWARD

Central Government vide Gazette Notification No. L-12012/307/86-D.II(A), dated 26th June, 1987 issued U/s. 10(1)(d) of the I.D. Act, 1947 referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of State Bank of India in terminating the services of Shri Suraj Prakash, messenger, in December 1984 is justified? If not, to what relief is the concerned workman entitled to?"

2. Case of the petitioner in the claim statement is that he was employed as messenger with the respondent bank w.e.f. 7-12-1982 and continued till 27-9-1984 and thus completed 297 days excluding Sundays and Holidays for which he was not paid. It is further alleged that he had completed 240 days in 12 calendar months preceding to his termination. It is further alleged that he was not paid salary incommensurate with the provisions of Award/settlement and he has entitled payment of wages as per regular scales applicable to the subordinate staff. He further alleged that he was paid Rs. 10 per day upto 12-4-1984 and subsequently @ Rs. 12 per day upto 27-9-1984 as against regular scale applicable to the subordinate staff. He further alleged that his services were terminated in violation of Section 25-F of the I.D. Act, 1947 and the said termination is in operative in the eyes of law. He, thus claimed reinstatement with full back wages, interest and penalties.

3. Claim of the petitioner was contested. The respondent management has taken the stand that the petitioner was appointed on day-to-day basis on the mutually agreed wages and had completed 230 days (detail annexed). It was denied that the petitioner had completed 240 days in the preceding year to his termination. It is further pleaded that the petitioner is not entitled to any retrenchment compensation as the very appointment of the petitioner was void ab initio. It is further pleaded that Section 25-F of the I.D. Act is applicable only to the employees who are validly appointed in the services of the employers and to claim benefits U/s. 25-F the person who claim benefits must establish that he was in the service of the employer having validly appointed. The plea was taken that at the time of initial appointment, the petitioner was overage. Therefore, his engagement in the bank was void ab initio. The judgement 1986 Kerala Law Time page 801 also relied upon. It is further pleaded that the petitioner was given opportunity for interview in the year 1986 and was found 26 years and six months old at the time of initial engagement (i.e. overage at the time of initial engagement) and thus the petitioner is not entitled to any benefits provided in the I.D. Act, 1947 and prayed for the dismissal of the reference.

4. The management in support of the case produced Shri Des Bandhu as MW1 who filed his affidavit Ex. M1 and relied on the documents Ex. M2 the performa filled by the petitioner at the time of his initial appointment. Ex. M3 the certificate, Ex. M4 the circular dated 10-1-1987 laying eligible criteria for the recruitment of the subordinate staff. The

petitioner in support of his case examined himself as WWI who filed his affidavit Ex. W1 in evidence. In cross-examination he has stated that he had worked for 250 days from 7-12-1982 to 28-8-1984 and was paid for 230 days although he had worked for 250 days. He has also admitted that he never protested for that. He has also admitted that in the year 1986 he appeared for absorption in the subordinate cadre. He could not succeed in the interview on the ground of age. He has given his date of birth as 15-5-1956.

5. I have heard both the parties, gone through the evidence and record. The rep. appearing on behalf of the workman has argued that the petitioner had worked for more than 240 days in the 12 calendar months preceding to his termination and was not served with any notice and not paid any retrenchment compensation and thus the management has violated the provisions of Section 25-F of the I.D. Act and prayed for the reinstatement with back wages. On the contrary the rep. appearing on behalf of the management has argued that the petitioner is not entitled to any benefits U/s. 25-F of the I.D. Act as the petitioner was not validly appointed employee of the State Bank of India as he was overage even at the time of initial engagement. After perusing the record the contention raised on behalf of the workman is meritless. Ex. M3 is the circular of the Respondent bank in which eligibility criteria for recruitment for subordinate staff has been given. In the said circular age criteria is 18 to 24 years. Ex. M2 is the performa filled by the petitioner at the time of his initial engagement in the year 1982 in which he discloses his age as 26 years and six months and date of birth shown as 15-5-1956. In cross-examination also he has admitted that date of birth is 15-5-1956. In 1986 Kerala Law Time page 801 Eranallor Service Co-op. Bank Ltd. Vs. Labour Court and others where it has been held that the person who claim benefits of Section 25-F of the I.D. Act, 1947 shall establish that he is in the service of the employer having been appointed validly. In the present case as discussed above the initial engagement of the petitioner was w.e.f. 7-12-1982. Thus certainly was overage at the time of initial engagement and being overage was not eligible for employment in view of the ratio of the judgement cited above and also not entitled to benefits of Section 25-F of the I.D. Act, 1947 since his initial employment itself was irregular and void ab initio. Not only this as per annexure enclosed alongwith the written statement by the Respondent management, the petitioner has not even shown to be completed 240 days in the 12 calendar months immediately preceding to his termination.

In view of the discussion made in the earlier paras the petitioner is not entitled to any relief whatsoever. The reference is dismissed and returned to the Ministry.

Chandigarh.

ARVIND KUMAR, Presiding Officer

नई दिल्ली, 18 फरवरी, 1993

का.प्र. 504.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधन के संबंध नियो-जकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, मुम्बई के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 16-2-1993 को प्राप्त हुआ था।

[संख्या एल-12012/741/87-डी-2ए]

बी. के. वेणुगोपालन, डेस्क अधिकारी

New Delhi, the 18th February, 1993

S.O. 504.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal No. 2, Bombay as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workmen,

which was received by the Central Government on 16th February, 1993.

[No. L-12012/741/87-D2A]

V. K. VENUGOPALAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

PRESENT :

Shri P. D. Apshankar, Presiding Officer.

Reference No. CGIT-2/40 of 1988

PARTIES :

Employers in relation to the management of Central Bank of India,

AND

Their Workmen.

APPEARANCES :

For the Employers—Mr. P. Gopalakrishnan, Advocate.

For the workman—Mr. C. D. Nargolkar, Advocate.

INDUSTRY : Banking.

STATE : Maharashtra

Bombay, the 25th January, 1993

AWARD

The Central Government by their order No. L-12012/741/87-D2A(X) dated 1st August, 1988 have referred the following Industrial Dispute to this Tribunal for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947.

"Whether the action of the management of Central Bank of India in imposing the penalty of stoppage of 4 increments with future effect in respect of their workman Shri P. G. Vichare, Asstt. Cashier is justified? If not, to what relief the concerned workman entitled?"

The case of the workman Shri P. G. Vichare as disclosed from the Statement of Claim (Ex. W/2) filed on his behalf by the General Secretary of the Central Bank Employees' Union in short is thus :

The said workman is in the services of the Central Bank of India, Bombay as a Cashier-cum-Godown Keeper. He joined the service in the bank about more than 20 years back. He had applied for annual leave for 20 days from 17th October, 1977 to 5th November, 1977 which was sanctioned by the bank. Thereafter the workman left for Goa with his mother on 16th October, 1977 by a bus belonging to M/s. R.V.A. & Co., Mazgaon, Bombay. He paid Rs. 80 for the two seats bearing Seat Nos. 34 & 35 in that bus to the said company. He stayed at Goa for 19 days, and returned back to Bombay with his mother on 5th November, 1977 by a bus belonging to Quickway Travels by paying a fare of Rs. 82 for two seats. As per the leave fare concession facility available to the workmen of the bank, they are entitled to the reimbursement of the actual travelling expenses. The said workman wanted to avail of the said leave fare concession facility. However, after returning from Goa, he found that he had lost his ticket for the journey from Bombay to Goa. Hence he approached the said R.V.A. & Co., and requested them to give him the duplicate receipt or to give him some other document stating about his journey from Bombay to Goa on 16th October, 1977. The said company gave him a receipt bearing No. 1033 mentioning therein the bus number as MRL-106, the fare of Rs. 80 and the date of travel as 16th October, 1977, after verifying their record. The workman, thereafter, filled in the necessary forms for the reimbursement of his travelling expenses under the Leave Fare Concession Facility. However about 4 months thereafter he received a notice dated 16th March, 1978 from the bank stating that he had not undertaken the journey as mentioned in his form, that he had made an attempt to cheat the bank by producing the fake and bogus money receipts for Rs. 162 which were managed by him from the transport company, and to show cause why the disciplinary action should not be taken against him. He replied to that notice denying all the

allegations made against him. Thereafter the chargesheet dated 14th June, 1979 was issued to him by the bank management. It was alleged therein that he had not undertaken the journey from Bombay to Goa as mentioned in his form, and had made an attempt to defraud the bank by producing the fake and bogus money receipts for Rs. 162 managed by him from the transport company, and as such he had committed a misconduct as contemplated under para 19.5(j) of the First Bipartite Settlement of 1966. The Chief Officer, Personnel Department of the bank, was appointed as the enquiry officer to conduct the necessary enquiry against him. However the said charge sheet was defective in its contents, and it was issued by the Manager (M.P.D.), and not by the disciplinary authority of the bank; and as such it was issued by the person not authorised to sign it. The appointment of the Chief Personnel Officer of the bank as an Enquiry Officer was not as per the rules and regulations regarding the enquiry. Thereafter the necessary departmental enquiry was conducted against him in April and May, 1980. The main issue involved was whether the workman actually travelled from Bombay to Goa by payment of fares, or not. There is no railway connection between Bombay to Goa, nor is there State Transport facility for the travel between Bombay to Goa, and therefore the bank had appointed entertaining L.F.C. Claims on the basis of the ticket issued by the private travel agency which runs their private buses on Bombay to Goa route. The workman had travelled by private bus for which the booking was done by M/s. R.V.A. & Co., the company not existing at that time. The workman was given the receipt for the journey probably from the false receipt book. However as the workman was interested in going to Goa by any available bus, he was fully unaware of the malpractices of the agent. On return from Goa when he found that he had lost his ticket, he approached the said M/s. R.V.A. & Co. for issuing a duplicate receipt and accordingly that company had issued him the duplicate receipt indicating his travel from Bombay to Goa on 16th October, 1977. In fact the workman has travelled from Bombay to Goa with his mother on the said day.

2. The union further alleged thus :

After completing the necessary enquiry proceedings, the enquiry officer found him guilty of the said charge. However his findings are not just and proper and are perverse. Thereafter a notice dated 12th September, 1980 was issued by the bank to him to show-cause why he should not be discharged from the bank's services, to which he sent the necessary reply. A hearing was also given by the disciplinary authority. However the disciplinary authority by their order dated 18th February, 1981 passed an order and inflicted the punishment of stoppage of four future grade increments permanently upon it. Against that order the workman preferred an appeal to the appellate authority. However appellate authority dismissed that appeal, and confirmed the findings of the enquiry officer.

3. On 16th December, 1981 the workman produced a letter to the bank management stating that the fresh evidence may be taken in the matter as the Sarpanch of his village in Goa had issued a certificate dated 25th October, 1981 stating that he had stayed in Goa with Shri J. P. Jamdar on 17th and 18th October, 1977. The management did not however take into consideration that letter. Hence the workman moved his union in the matter and the union took up the case to the Assistant Labour Commissioner (Central). As the conciliation proceeding ended in failure, the Central Government made the reference as above. The union further alleged that the procedure of the enquiry was not recorded in the proceedings by the enquiry officer. An important witness by name Shri Vishnu was not allowed to be cross-examined by the management representative. The enquiry held against the said workman is unjust, unfair and illegal. The union, therefore, lastly prayed that this Tribunal should hold the action of the Bank management in the matter as unjust and illegal, and should direct the bank management to release his four grade increments retrospectively with all consequential benefits.

4. The Central Bank of India, Bombay, by their Written Statement (Ex. M/3) contested the said claim of the union, and in substance contended thus :

It is not a fact that the workman had travelled from Bombay to Goa with his mother on 16th October, 1977 by a bus belong to M/s. R.V.A. & Co., or that he stayed at Goa

for 19 days as alleged by the workman. The workman of the bank is entitled to the reimbursement of the leave travel fare on producing the satisfactory evidence regarding the journey undertaken by him and by producing the necessary genuine receipts in that respect. It is not true that the workman lost his ticket from Bombay to Goa and obtained a duplicate receipt from the M/s. R.V.A. & Co. The said workman had obtained a fake duplicate receipt from the non-recognised transport company, contrary to the bank's regulations, and claimed the reimbursement which constituted a grave misconduct on his part under para 19.5(j) of the Bipartite Settlement. The charge sheet issued to him by the bank was just and proper and was not illegal. The main issue involved in the present case was, whether the workman undertook the journey from Bombay to the Goa with his mother on 16th October, 1977 by recognised transport company's vehicle and produced the necessary receipt regarding the travel fares from the agent of the recognised travel company, or from the recognised travel agent. The workman had not produced such a receipt in this case. It is not true that there is not railway connection, or a recognised transport service from Bombay to Goa as alleged by the workman. The enquiry officer by his report found that the evidence of the workman's witnesses was not reliable, and that the workman's claim was fraudulent. His findings are just and proper, and are not perverse in any way. The workman was then working as a Cashier-cum-Godownkeeper which was the post of honesty and integrity. However by producing the fake and bogus receipt, the workman committed an act prejudicial to the interests of the bank, and committed a gross misconduct. The letter issued by the Sarpanch of Gavrai was produced by the workman before the bank management after the enquiry proceedings were already over, and as such it could not be taken into consideration. When the workman's journey from Bombay to Goa is not established, the question of return journey does not arise, and that issue is incidental and ancillary to the main issue. The agent of the said non-recognised travel company had made an admission voluntarily before the Investigating Officer of the bank that the said workman had not travelled by their bus on 16th October, 1977, and that person had made that statement in the presence of the workman, and not in his absence. The punishment imposed upon the workman is not disproportionate to the nature of the charge levelled against the workman. In fact initially the punishment of discharge from service was proposed against the workman. However, on compassionate grounds the matter was reconsidered, and the punishment of stoppage of four increments was imposed upon him. The action of the bank management in question is just, proper, and legal. The bank management therefore lastly prayed that this Tribunal should uphold their action in the matter, and should reject the prayer of the workman.

5. The Issues framed at Ex. 4 are :

- (1) Whether the enquiry held against the workman was *not held properly and lawfully and the rules of natural justice were not followed?*
- (2) Whether the findings of the Enquiry Officer are bad in law, and are perverse?
- (3) Whether the action of the management of Central Bank of India in imposing the penalty of stoppage of 4 increments with future effect in respect of their workman Shri P. G. Vichare, Asstt. Cashier, is justified?
- (4) If not, to what relief the concerned workman is entitled?
- (5) What Award?

6. My findings on the said Issues are :

- (1) Held properly.
- (2) No.
- (3) Yes.
- (4) Nil.
- (5) Award as per below

7. Issue No. 1 :

The workman Shri P. G. Vichare filed his affidavit (Ex. W/30) in support of his case and he was cross-examined on behalf of the bank management. In his cross-examination he stated that he or his defence representative did not make

any statement before the enquiry officer that he was to be examined as a witness in the enquiry proceedings. He further admitted that he did not inform anybody either during the course of the enquiry proceedings or thereafter that the enquiry proceedings held against him were not conducted properly. Shri A. S. Sankar, the Chief Officer of the bank, filed his affidavit (Ex. M/32) in support of the case of the bank management and he was cross-examined on behalf of the workman. According to the said bank's witness, the enquiry held against the workman was held as per the provisions of the first Bipartite Settlement of 1966, and not as per the third Bipartite Settlement which had come into force in 1990. Therefore, as the enquiry was held as per the provisions of the first Bipartite Settlement of 1966, I find that the enquiry held against the workman in 1980 and the appointment of the enquiry officer, was just, proper and valid as per the provisions of Bipartite Settlement of 1966.

8. The documentary evidence on record regarding the enquiry proceedings held against the workman is thus, and it shows that the enquiry held against him was quite just and proper and was not defective in any way. A show cause notice dated 16th March, 1988 (Ex. M/7) was firstly issued by the bank management to the workman that on investigation it was found that he had not undertaken the journey as mentioned in his forms 'B' and 'D', and that he had made an attempt to cheat the bank by producing the fake and bogus money receipts for Rs. 162 managed by him from the transport company, and as such the workman should give his reasons why the necessary disciplinary action should not be taken against him. The workman by his letter dated 22nd March, 1978 (Ex. M/8) replied to that show cause notice. Thereafter the necessary chargesheet dated 14th June, 1978 (Ex. M/9) was issued to him by the manager of the bank. In that chargesheet it was mentioned that the abovesaid acts of the workman, if proved would constitute gross-misconduct on his part within the meaning of para 19.5(j) of the Bipartite Settlement. By that chargesheet the workman was informed that he would be allowed to be defended by his representative and that he should produce all oral and documentary evidence before the enquiry officer, and that the defence representative would be allowed to cross-examine the management witness in the enquiry proceedings. The enquiry proceedings are at Ex. 5. It will be seen therefrom that the bank management had examined Shri R. F. Thakur, the officer of the bank who had investigated into the matter regarding validity and legality of the travel ticket, and about the existence or non-existence of the said transport company, and that witness was cross-examined on behalf of the workman. Two witnesses viz. V. S. Tulsurkar and his K. V. Tulsulkar who had issued a ticket in question to the workman and who were agent of the said R.V.A. & Company were examined on behalf of the workman, and they were cross-examined on behalf of the bank management. After the evidence of these two witnesses was over, the enquiry officer had asked defence representative whether he wanted to produce any more evidence, and he had replied in the negative. After the enquiry officer submitted his report holding the workman guilty of the said charge, a show-cause notice dated 12th September, 1980 (Ex. 23) was issued by the Disciplinary Officer to the workman to show cause why he should not be discharged from the bank's services. Thereafter necessary hearing was given to the workman on 1st November, 1980 and 6th December, 1980 regarding the proposed punishment. Thereafter the disciplinary authority passed an order regarding the stoppage of four increments permanently of the workman. Against that order the workman filed his appeal dated 3rd March, 1981 (Ex. 26) to the Appellate Authority, i.e. the Chairman and the Managing Director of the bank. The Appellate Authority by his order dated 27th May, 1981 confirmed the order of the Disciplinary authority and dismissed the Appeal. I, therefore, find that the enquiry held against the workman was held in a just, fair, proper and legal manner was conducted properly and was not defective in any way.

Therefore, the Issue No. 1 is found accordingly.

9. The other documentary evidence on record regarding the alleged travelled journey of the workman from Bombay to Goa is thus:

Ex. 13 is a copy of the 'B' form dated 12th October, 1977 filled in by the workman stating that he intended to visit Goa, place of his Domicile, with his mother. Thereafter the workman had filled in the said form (Ex. M/15) stating that he had travelled from Bombay to Goa with his mother and that ticket

number for his Journey from Bombay to Goa was 1033, and the fares of the two passengers were Rs. 80. Ex. M/17 is a copy of the fare receipt dated 16th October, 1977 for Rs. 80. This is the important document in the present case. It may be noted that receipt is only a copy of the original receipt and it is not a receipt.

Further, there is no endorsement on this copy that it is a true copy of the original one. No signature of the person who issued it, is bearing on this copy. Further, it is not mentioned in that receipt that the passengers had travelled from Bombay to Goa, or from one place to another place. The name P. G. Vichare is appearing on that receipt. The date of travel is mentioned as 16th October, 1977. However, for the said reasons, this copy of the receipt cannot at all be accepted and believed and cannot be accepted as a genuine one. Ex. 17-A is a copy of the letter dated 7th December, 1977 issued by K. V. Tulsulkar of the travel company. This letter stated that a receipt was issued earlier that Shri P. G. Vichare had travelled by the bus No. 106 on 16th October, 1977 on the assumption that he had travelled by that bus, but on the verification of the duplicate book it is found that the said person had not travelled on the said day by the said bus. Therefore, this letter clearly stated that the workman in question had not travelled by the bus No. 106 of R.V.A. & Co. on 16th October, 1977 from Bombay to Goa as alleged by him. It is seen from the enquiry proceedings held by the enquiry officer that abovesaid K. V. Tulsulkar had voluntarily and willingly had issued the said letter dated 7th December, 1977 that the workman Shri Vichare had not in fact travelled on the said day by their bus on 16 October, 1977. Therefore in view of this letter (Ex. 17A) the said copy of the receipt (Ex. M/17) stating the fares of the journey as Rs. 80 cannot at all be believed and accepted. It is true that abovesaid K. V. Tulsulkar had issued a letter dated 16th October, 1977 (Ex. M/20) that Shri P. G. Vichare, i.e. the workman had travelled by their bus on 16th October, 1977. However, as Shri K. V. Tulsulkar again issued the letter dated 7th December, 1977 (Ex. 17-A) that the fare receipt was wrongly issued to the workman and that the said person had not in fact travelled by their bus on 16th October, 1977, the letter that the workman Shri Vichare had travelled on 16th October, 1977 cannot at all be believed and accepted. The Deputy Chief Officer of the bank had asked the Chief Officer of the Vigilance Department viz. Shri Thakur to investigate regarding the genuineness of the travelling company by name M/s. R.V.A. & Co. and about the receipt in question. The said vigilance officer of the bank Shri Thakur made his investigation in the matter and submitted his report (Ex. M/19). According to him, the said alleged M/s. R.V.A. & Co. was not registered with the Regional Transport Authority, and that the receipt dated 16th October, 1977 produced by the workman was a fake and bogus, and that the said workman had not in fact travelled by any bus from Bombay to Goa on the said day.

10. The findings of the enquiry officer are at Ex. 2A. It is seen therefrom that during the enquiry proceedings, the union had raised certain two technical objections. According to the workman, the enquiry officer was not appointed by the Disciplinary Authority, and as such his appointment was not just, proper and legal. The management's representative had pointed out that the enquiry was being conducted as per the provisions of the first Bipartite Settlement of 1966, and as such that appointment was just and proper. The other objection raised by the workman was that the charge was regarding the alleged travel of the workman from Bombay to Goa and there was no charge regarding his return journey from Goa to Bombay. This objection was also replied by the management representative stating that the other issue would arise only if it is proved that the workman had in fact travelled from Bombay to Goa. It is seen from the report of the enquiry officer (Ex. 2A) that he had properly taken into consideration the said points raised on behalf of the workman. According to the workman, the findings of the enquiry officer are not just and proper, but are perverse. Now, the findings can be considered as just and proper in case they are based upon the oral and documentary evidence before the enquiry officer, and the conclusions arrived at by him are such to which any reasonable prudent person would have arrived at. I find that the findings of the enquiry officer in question are quite just and proper, and are not perverse in any way. He properly taken into consideration the evidence of the management witness, i.e. the

Vigilance Officer Shri Thakur, and of the two witnesses examined on behalf of the workman viz. Shri V. S. Tulsulkar, and his son Shri K. V. Tulsulkar. The findings are not perverse on the ground that they are incorrect. Even if a different conclusion would be arrived at on the basis of the evidence on record, it cannot be said that on that ground, the findings of the enquiry officer are perverse. The enquiry officer had taken into consideration the said travel receipt and the other two letters issued by Shri Tulsulkar regarding the journey or non-journey of the workman Shri Vichare from Bombay to Goa, and then concluded that the said ticket dated 16th October, 1977 (Ex. 17) is a fake and bogus document, and that the workman had not in fact travelled from Bombay to Goa and had attempted to obtain wrongful pecuniary claim to himself which amounted to gross-misconduct on his part in terms of para 19.5(j) of the Bipartite Settlement of 1966. The Vigilance officer of the bank had also found that M/s. R.V.A. & Co. had no travelling business and that the said ticket was a bogus one. Even if the return journey and the return ticket are not discussed by the enquiry officer in his enquiry report, as the workman had produced a fake and bogus ticket for his alleged travel from Bombay to Goa, he had thereby committed the gross-misconduct, as above.

11. The workman has produced the certificate dated 25th October, 1981 issued by the Sarpanch of the Gram Panchayat Gavrai, Taluka Kudal, that Shri Vichare, i.e. the workman in question had visited Gavrai on 17th & 18th October, 1977. It may be noted that this is not original certificate, but it is only a copy of the certificate. Further there is no endorsement on that copy that it is a true copy of the original one. Further, the Sarpanch Shri Shirodkar who issued that certificate, was not examined as a witness either before the enquiry officer or before the Tribunal. As such no reliance at all can be placed upon the said certificate. Further according to the workman, after leaving Bombay on 16th October, 1977, he had gone to Goa. However the said certificate states that the workman had come to Gavrai, and as such, not to Goa, and hence this certificate cannot be believed. It may further be noted that the workman produced the copy of the said certificate dated 25th October, 1981 before the bank management after the enquiry proceedings were over, and after the final order regarding his punishment was passed, and as such it could not be considered by the enquiry officer or by the disciplinary authority, and for the said reasons it cannot also be considered by this Tribunal. Therefore the workman's case that he had visited Goa with his mother on 17th October, 1977 cannot at all be believed, and that his case that he had travelled by the said bus and was issued the said receipt dated 16th October, 1977 (Ex. 17) cannot at all be believed and accepted.

12. According to the workman, there is no railway line between Bombay to Goa. However, as this Tribunal visits Goa often and again for the purpose of the court work, a judicial notice can be taken that there is the railway connection between Bombay to Miraj and from Miraj to Goa and that this railway service is in existence since long, and it was in existence even at the time of the travel in question. The workman is entitled to claim the reimbursement of the travelling fares, only if he produces the satisfactory evidence before the management regarding his actual travel and about the genuineness of the ticket on the strength of which he had undergone the journey. In the present case the workman had failed to produce said evidence and on the contrary had produced a fake and bogus receipt regarding the alleged travel. I, therefore, find that the findings of the enquiry officer are quite just and proper based upon the oral and documentary evidence then placed before him are not perverse in any way.

Issue No. 2 is therefore found in the negative.

13. Therefore the action of the bank management in imposing the penalty of stoppage of 4 increments upon the workman is quite just, proper and legal. The workman was then holding a post of Cashier-cum-Godown keeper which needed acute honesty and integrity on his part. In fact firstly the workman was proposed to be discharged from the bank's services. However the bank management took a lenient view, and imposed a punishment only of stopping of 4 increments upon him. Therefore the action of the bank management in question is quite just, proper and legal.

Issue No. 3 is therefore found in the affirmative.

14. As such the workman is entitled to no relief. The following Award is, therefore, passed.

AWARD

The action of the management of Central Bank of India in imposing the penalty of stoppage of 4 increments with future effect in respect of their workman Shri P. G. Vichare, Asstt. Cashier, is just, proper and legal.

The parties to bear their own costs of this reference.

P. D. APSHANKAR, Presiding Officer

नई दिल्ली, 18 फरवरी, 1993

का. आ. 505.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार केनरा बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निम्नित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चंडीगढ़ के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 16-2-1993 को प्राप्त हुआ था।

[संख्या एल-12012/15/87-डी-2(ए)]

बी. के. वेणुगोपालन, डेस्क अधिकारी

New Delhi, the 18th February, 1993

S.O. 505.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the industrial dispute between the employers in relation to the management of Canara Bank and their workmen, which was received by the Central Government on 16-2-1993.

[No. L-12012/15/87-DIIA.]

V. K. VENUGOPALAN, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 135/89

Mahesh Kumar

Versus

Canara Bank.

For the workman—Shri M. L. Basoor.

For the management—Shri Ashok Jagga.

AWARD

Central Government vide Gazette Notification No. L-12012/15/87-D2(A) dated 18th August, 1989 issued U/S 10(1)(d) of the I.D. Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Canara Bank in terminating the services of Shri Mahesh Kumar is justified? If not, to what relief is the workman entitled?"

2. In the statement of claim it has been alleged that he joined the Lakshmi Commercial Bank (L.C.B.) on 17-1-1977 as clerk-cum-cashier and drawing Rs. 1750 P.M. as salary. The said bank was amalgamated with Canara Bank on 24-8-1985. He resigned from service on 23-9-1985 under the scheme of the Bank regarding amalgamation and was continued working till withdrawal of his resignation on 14-10-1985 as he has given his resignation due to some misconception. It is further pleaded that in spite of the withdrawal of his resignation he was relieved on 10-12-1985 and thus amounts to termination. It is further alleged that he filed an appeal dated 25-7-1986 and then on 19-11-1986 but

no reply was received. It was pleaded that no retrenchment compensation was given to him and thus the management has violated the provisions of Section 25-F of the I.D. Act. It is further pleaded that respdt. management has violated the provisions of Section 25-G and H of the I.D. Act, 1947. It is further alleged that even after 10-12-1985 he was sent on training on 7-5-1986 and was considered service up to 7-5-1986. He has also pleaded that it is settled that resignation can be withdrawn before it was accepted and pay for reinstatement in service with full back wages with interest.

3. Claim of the petitioner was contested and it was pleaded that the L.C.B. was amalgamated with Canara Bank on 24-8-1985 and the cut-off date was 27-4-1985. It is further pleaded that opportunity was also given to the employees of the L.C.B. not to become employees of the transferee Canara Bank and in terms of the said scheme of amalgamation the bank has issued circular 23/85 dated 3-8-1985 giving an opportunity to LCB employees to exercise option if they wish not to continue in the services of Canara Bank. It is in that context the petitioner gave his option voluntarily not to continue in the services of the transferee Canara Bank vide letter dated 23-9-1985. Subsequently on 14-10-1985 he sought for withdrawal of option earlier exercised and requested for continuation of his services in Canara Bank. His request was not considered favourably and he was relieved on 10-12-1985 in-absentia by the branch. It is further pleaded that under the scheme of amalgamation acceptance or otherwise of the option is not contemplated and the option not to continue in the service of the bank is a feature peculiar to amalgamation and can not be equated with resignation. It is further pleaded that once the option is exercised not to continue the same, is irrevocable unlike the case of resignation which can be withdrawn before the acceptance. In the case of option no such revocation can be permitted and stress has been laid that the option not to continue become effective from the date it was delivered to the Canara Bank. Other contention raised by the petitioner in the claim statement are denied. It was also submitted that transfer orders were issued due to oversight, and has referred the decision of the Central Government Industrial Tribunal-Labour Court Delhi in I.D. 66/87 Jagdishwar Shukla versus the Canara Bank and prayed for the dismissal of the reference.

4. Replication was also filed reasserting the claim made in the claim statement.

5. The petitioner in support of his case examined himself as MW1 and led his affidavit Ex. W1 and also relied on the documents Ex. W2 to W8 and Ex. W9. The respdt. management produced Shri P. Amrit Raj Manager Canara Bank who produced himself as MW1 and filed his affidavit Ex. M2 and also relied on the document Ex. M3 and the workman also got proved the documents Ex. W10 to W12.

I have heard both the parties and gone through the evidence and record of the case. Learned counsel appearing on behalf of the workman has argued that the option Ex. M1 given by the petitioner for not continuing with the respdt. was withdrawn by him vide Ex. W4 on 14-10-1985 much prior to the acceptance which was done on 10-12-1985 vide Ex. W5 and thus option dated 23-9-1985 Ex. M1 for not continuing with the respdt. management is no resignation in the eye of law. Counsel for the respdt. management has referred the provisions of amalgamation scheme Ex. M3 and has argued that in the scheme of amalgamation, the moment the option is given not to continue in the service of the bank the same is irrevocable and there is no question of the bank refusing the same and has argued that there is no provisions in the scheme of amalgamation to withdraw the option. Contention raised by the counsel for the management is meritless. The amalgamation scheme Ex. M3 has been perused. There is no doubt that in proviso clause of para 10 of the said scheme the option has been given to the employees for giving their attention of not becoming the employees of the transferee bank (Canara Bank) and the time limit has also been stipulated but the same does not deal with what will happen if such attention is retracted. The said scheme is not comprehensive scheme and also not exhausted. Since there was an amalgamation of Lakshmi Commercial Bank with Canara Bank Scheme was drafted. Certainly it does not deal with the cases of those persons

who have opted their option first not to continue and then withdrawing such option prior to the acceptance. The provisions of the said scheme was certainly not comprehensive as stated above. Thus case of the petitioner shall fall under the general law. The admitted position is that the petitioner had withdrawn his option not to continue on 14-10-1985 vide Ex. W4 and even after withdrawal of the option he was allowed to work with the Respdt. bank till he was relieved on 10-12-1985 vide Ex. W5. Therefore, withdrawal of the resignation was made much prior, it was accepted. Since he had withdrawn his resignation before it was accepted and thus considered to be continued in the services of the respdt. Bank. I am also supported with the views of the Hon'ble Supreme Court in 1989 Indian Factory Journal (74) page 456 Punjab National Bank vs. P. K. Mittal, AIR, 1987 S.C. page 354 Bal Ram Gupta vs. Union of India and 1989(1) L.L.J. page 290 Anil Kumar Vs. Food Corporation of India.

The Respdt. management has referred the Award passed by the CGIT Delhi in I.D. No. 66/87 Jagdish Shukla Vs. Canara Bank is no help to them. The reasons that the said award is not binding on this Court and secondly facts in that case were entirely different from the present case. In the said case resignation of the workman was accepted much prior to the withdrawal of the resignation by the said workman.

In view of the discussion made in the earlier paras, the removal of the petitioner after the withdrawal of the resignation before its acceptance is certainly bad in the eyes of law. The petitioner is reinstated with continuity of service with all the consequential benefits.

With regard to the claim of back wages neither in the pleadings nor in the evidence the petitioner has claimed that he remained unemployed after the termination. The present reference was made on 10-8-1989 although the termination of the petitioner was effected on 10-12-1985, it can not be held that he remained unemployed during this period. Therefore, so far the claim of back wages is concerned the petitioner is entitled to the backwages from the date of the reference i.e. w.e.f. 10-8-1989 onward.

Chandigarh.
17-11-92.

Sd/-

ARVIND KUMAR, Presiding Officer

नई दिल्ली, 18 फरवरी, 1993

का.आ. 506.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार औरीयण्टल बैंक ऑफ कामर्स के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 17-2-93 को प्राप्त हुआ था।

[संख्या एल-12012/44/I/92-डी-2(ए)]

बी. के. वेणुगोपालन डेस्क अधिकारी

New Delhi, the 18th February, 1993

S.O. 506.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Oriental Bank of Commerce and their workmen, which was received by the Central Government on 17-2-1993.

[No. L-12012/44/I/87-DIVA.]

V. K. VENUGOPALAN, Desk Officer

ANNEXURE

BEFORE SRI ARJAN DEV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, PANDU NAGAR, KANPUR
Industrial Dispute No. 140 of 1987

In the matter of dispute between :

Shri P. N. Tewari, General Secretary, U.P. Bank Employees' Union, 145, Sahabtiabagh, Allahabad-211001.

AND

The Chief Manager (Per.), Oriental Bank of Commerce, Harsha Bhawan, E-Block, Connaught Place, New Delhi-110001.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-12012/44/1/87-D.IV(A) dated 21-9-1987, has referred the following dispute for adjudication to this Tribunal:

"Whether the action of the management of Oriental Bank of Commerce in dismissing Shri Sushil Kumar Sharma, Special Assistant Saharanpur Branch w.e.f. 4-2-86 is justified? If not, to what relief is the workman entitled?"

2. The industrial dispute on behalf of the workman has been raised by the General Secretary of U.P. Bank Employees Union, Allahabad. The case of the Union in short is that the workman was appointed as a clerk in the Oriental Bank of Commerce at its Saharanpur Branch on 13-5-69 and after putting in 3 years of satisfactory service in the bank he was promoted as Special Assistant. He was the office bearer of the Union at the time of raising the present dispute besides the Organising Secretary of the Oriental Bank Staff Association U.P. and member Central Committee of the All India Oriental Bank Employees Federation. Because of his trade union activity the management wanted to get rid of him. In pursuance of it, the management served the workman with two chargesheets, one dated 1-3-84 and the second dated 17-5-85 despite the fact that none of the charges amounted to misconduct nor can be termed as charges within the meaning of modified Bank Award. Ex parte inquiry was held against the workman by the Enquiry Officer Sri S. N. Bhatnagar, who gave his reports one dated 29-11-85, copy Ext. M. 43, and the other dated nil copy Ext. M58 holding the charges of the two chargesheets as proved. The A.G.M. (P) who happened to be the disciplinary authority agreeing with the findings of the E.O. issued a notice dated 10-12-85, copy Ext. M-78, to the workman to show cause why he should not be dismissed from service without notice under para 19.6(a) of the Bipartite Settlement. After considering the written submissions made by the workman the disciplinary authority by means of his order dated 4-2-86, copy Ext. M-83, confirmed the notice and dismissed the workman from service without notice. Against the order of punishment the workman filed an appeal dt 15-3-86, copy Ext. M-84, which was however rejected by the appellate authority and intimation in this regard was given to the workman by the Deputy General Manager (P), by means of his letter dt. 9-10-86 copy Ext. M-85.

3. The Union has challenged the order of punishment on a number of grounds. Firstly, it has been alleged that the charges did not amount to misconduct as specified in the modified Bank Award; secondly, the inquiry was not conducted fairly and properly; the findings given by the E.O. are not based on legal evidence and fourthly that the punishment awarded is highly excessive. The Union has, therefore, prayed for a declaration that the order of punishment be held as illegal and void and further prayed for his reinstatement with full back wages.

4. The management admit this much that the workman who was appointed in the bank as clerk was later on promoted as Special Assistant. According to the management the first chargesheet was dated 24-8-84 and not dt. 1-3-84. The management admits the date of second chargesheet. The management also admit that on the basis of domestic

inquiry the disciplinary authority dismissed the workman w.e.f. 4-2-86 and that the appeal preferred by him was also rejected by the appellate authority. The management deny that the charges levelled against the workman did not amount to misconduct as alleged by the Union. According to the management the inquiry was conducted fairly and properly and in case it is held by the Tribunal that it was not conducted fairly and properly, then an opportunity be given to the management to substantiate the charges before the Tribunal by leading evidence. The management further plead that the findings were correctly recorded and that there is no force in the plea raised by the Union that the punishment awarded is highly excessive. In the circumstances, the Union/workman is entitled to no relief.

5. In this case on 3-5-89, the following preliminary issue was framed in the case :—

Whether the inquiry was not conducted fairly and properly in accordance with the principles of Natural Justice?

This issue was treated as not pressed vide order dt. 12-10-90 on the submissions made by Sri R. C. Gupta, the then authorised representative for the workman. The order of punishment has been challenged by the Union on the following two grounds:—

1. That the charges do not constitute gross misconduct within the meaning of para 19.5 or minor misconduct within the meaning of para 19.7 of the First Bipartite Settlement;
2. That the findings given by the E.O. and accepted by the disciplinary authority and the appellate authority are not based on evidence.

6. Ext. 92 is the copy of chargesheet dt. 24-8-84. The relevant portion of the chargesheet read as under :—

- (i) You got discounted on 5-1-83 a withdrawal form for Rs. 5,000 and on 15-3-83 a withdrawal form for Rs. 7,103 from the Manager, Kota Village branch on the plea of urgent need of money.
- (ii) While you were deputed to officiate as Manager at Kota Village Branch on 16-3-83 you discounted a withdrawal form for Rs. 2,000 in your favour.

Your acts in discounting withdrawal forms either through Manager or yourself are contrary to the instructions issued by Head Office Circular No. 79/47 of 15-11-79 issued by the Inspection and Control Department.

2. It is also reported that you got the above withdrawal form discounted without having sufficient funds to meet the same. Your action, as such, tantamounts to obtention of credit by fraudulent means.

3. It is also reported that after getting the withdrawal form for Rs. 5,000 discounted on 5-1-83 you took the withdrawal slip alongwith the relevant DD Collection Schedule personally to Saharanpur Branch for sending the payment. But the said DD was detained at Saharanpur branch unauthorisedly for a long period. Similarly the other two DDs were detained unauthorisedly at Saharanpur Branch.

Your acts of omission and commission and misuse of the position as officiating Manager as above are considered acts prejudicial to the interests of the bank which constitutes gross misconduct on your part under para 19.5(j) of the Bipartite Settlement dt. 19-10-66.

In so far as the first chargesheet is concerned reliance has been placed by Sri Tara Chand, the authorised representative for the workman on the ruling in the case of Copal Krishna Prabhu Versus Central Bank 1991 Current Labour Reports 532 (Kerala). I have gone through the above ruling and find that it is distinguishable on facts. With regard to charge No. 2 it was held by the Hon'ble Judge that transaction referred to in the charge brought about only a rela-

onship of banker and customer. Charge no. 2 read as under:—

for having issued a cheque bearing no. 937996 dated 25-8-82 for Rs. 2500 in his overdraft account and another cheque bearing no. 488309 dated 18-10-82 for Rs. 75,000 drawn on the same overdraft account without required drawing power and hence returned unpaid & a withdrawal for Rs. 15,000 in his HSS account without maintaining sufficient balance and hence returned unpaid.

From the charge it will appear that it does not bear any resemblance of the charges levelled by the management of Oriental Bank of Commerce against the workman by means of the first chargesheet. The charge sheet against the workman referred to an abuse to the facility of discounting given by the bank to its employees, whereas the case before the Hon'ble High Court of Kerala referred to a case where an employee had been given a facility of overdraft. Naturally in the circumstances in the case before the Hon'ble High Court of Kerala, the case was one of relationship of a banker and customer. There is nothing in the judgment of the Hon'ble High Court of Kerala to show that such a facility was given by the Central Bank to all its employees. There is no denying the fact that the facility of discounting on the other hand is available to the member in general it is available only a certain class of its employees and this fact has not been disputed before me during the course of arguments from the side of the Union/workman. If the facility of discounting is allowed to be misutilised by a member who claims to be an active Union Office Bearer, the other employees would follow suit forcing the management to withdraw the facility. The result would be that genuine employees of the bank would suffer and it might result in agitation on the part of the employees of the bank creating industrial unrest which will not be in the interest of the smooth working of the bank. Looking to all this aspect it cannot be said that where such a facility is misutilised it will not amount to an act prejudicial to the interest of the Bank within the meaning of para 19.5(j) of the First Bipartite Settlement. Therefore, so far as the first chargesheet is concerned I find little force in the arguments advanced on behalf of the workman/Union that the charges contained in the first chargesheet do not constitute misconduct within the meaning of para 19.5(j) of the First Bipartite Settlement.

7. In respect of the second chargesheet reliance has been placed on behalf of the workman on the ruling in the case of A. L. Kalra Versus The Project and Equipment Corporation of India Limited 1984 Lab. IC 961 (SC). I have gone through this ruling carefully and find that it is distinguishable on facts. Sri Kalra was said to have taken a loan from the Corporation for purchasing a plot of land but even after of the drawal of the loan amount he did not buy it within the prescribed time limit nor refunded the amount of the loan despite repeated reminders from the management. So his salary for the month of November, 1979 was withheld for adjustment against the amount of loan taken by him with interest. The Corporation has framed Rules known as House Building Advance (Grant and Recovery) Rules. The charge against Sri Kalra was with regard to alleged violation of Rule 10(1)(c)(iii) of the said Rules. He was said to have committed misconduct under Rule 4(1) and (iii) and Rule 5(5) of P.E.C. Employees (Conduct and Discipline Appeal) Rules. In para 21 of the judgment it was observed by the Hon'ble S.C. that Rule 4 bears the heading General. It is vague, and it does not specify misconduct. Rule 5 was stated to bear the heading Misconduct and Rule 25 prescribed penalties for misconduct. At page 970 it was observed by their Lordships

the Rules for granting an advance themselves provided a consequence of the breach of condition it would be idle to go in search of any other consequences by initiating any disciplinary action in that behalf unless the 1975 Rules specifically incorporate a rule that the breach of House Building Advance Rules would by itself constitute a misconduct. It was held that Rule 4(1)(i) is not attracted and so far as Rule (1) (iii) is concerned their Lordships failed to see how an advance not refunded in time

where it was covered by withholding the salary of a highly placed officer discloses a conduct unbecoming of a public servant. Consequently the first head of the charge did not constitute misconduct. Second charge was on the point of conveyance advance taken by Sri Kalra.

So far as the present case is concerned the charge is different. Further no specific Rules like House Building Advance (Grant and Recovery) Rules framed by the Corporation has been brought to my notice by Sri Tara Chaud, the authorised representative for the workman/Union. I support my view that it constitute misconduct within the meaning of para 19.5(j) of the First Bipartite Settlement on the grounds similar to those referred to by me in respect of the charge contained in the first chargesheet.

8. From the side of the Union reliance was placed on the letter of sanction dt. 5-4-77 copy Ext. M.58 laying down in the conditions for an advance of loan for the purchase of a property. I fail to understand how this document is of any help to the workman. The said letter refers to the security to be given by a workman, rate of interest and the condition of loan. One such condition is that the loanee will be required to give a letter of authority to the bank that in the event a loan remaining unadjusted the bank will be entitled to appropriate the security deposit of the employee gratuity and other dues towards adjustment of the loan. This simply refers as to how an unadjusted amount of the loan would be realised and nothing beyond that. The charge against the workman was about his having parted with the security and having utilised the sale proceeds unauthorisedly for 29 months at concessional rate of interest. Thus on the charge contained in the second chargesheet I find no force in the arguments advanced on behalf of the Union.

9. The second point pressed on behalf of the workman is that the findings given on the charges contained in the two chargesheets are perverse, they do not find support from the evidence on record. Let us examine the charges of the two chargesheets.

10. Chargesheet dt. 24-8-84.

Ext. M.92 is the copy of chargesheet and Ext. M.2 and Ext. M-10 are copies of letter by way of reply to the chargesheet from the workman. Ext. M-43, is the copy of inquiry report dt. 29-11-85. The inquiry officer has held the charges as proved.

11. I would like to refer to Ext. M-10, copy of letter dt. 26-4-85 from the workman to the inquiry officer. In it he admitted the discounting of cheques in anticipation of his payments and according to him he was hopeful that payments due would be received before the cheques were presented, but payments were not received as per schedule. It was because of it that discounted cheques remained unpaid. Thus the first two charges of the first chargesheet stand proved by his own admission. However, so far charges no. 3 is concerned I find that it does not stand proved. The Enquiry Officer has simply observed on this point that as the workman had himself admitted that the discounted cheques had remained unpaid and the cheques were paid with interest, the charge no. 3 stood proved. The charge no. 3 is to the effect that after getting a withdrawal form for Rs. 5000 discounted on 5-1-83, the workman had taken the withdrawal slip along with the relevant DD collection Schedule personally to Saharanpur Branch for sending the payments. But the said D.D. was detained at Saharanpur branch unauthorisedly for long and similarly the other two DDs were detained unauthorisedly at Saharanpur Branch. It is even admitted by Sri Arora, the authorised representative for the management that no witness was examined from the management's side in the enquiry. Thus, there is no evidence of workman's having taken himself withdrawal slips along with relevant DD Collection Schedule. Hence, so far as charge no. 3 is concerned I hold that the management failed to prove the charge. The other two charges however stand fully proved not only by workman's own reply dt. 26-4-85 but also from other documents produced at the inquiry.

12. Chargesheet dt. 17-5-85 :

Ext. M.35 is the copy of said chargesheet, ext. M.37 is the copy of reply dt. 3-9-85 of the chargesheet and ext. M.57 is the copy of inquiry report dated nil.

13. I have gone through the inquiry report and find that the findings given by the E.O. regarding charge having been proved against the workman is fully based on evidence. Even in his reply dt. 3-9-85, the workman admitted that house purchased by him with the loan amount had been sold by him. According to him the sale proceeds were deposited by him in the housing loan account. That assertion was, however, not correct. The documents produced at the inquiry fully proved that the Housing Loan Account was adjusted on 17-8-83. The charge also stand proved from the facts stated by the workman in his application for summoning of documents from the management filed on 19-2-90. It refers to the events leading to the present chargesheet borrowing of loan of Rs. 45250, sale of house on 10-3-81 and complete payment of loan on 17-8-83.

14. The result is that but for charge no. 3 of the first chargesheet all the charges of the two chargesheets fully stand proved and that it cannot be said by any stretch of imagination that the findings are not based on evidence.

15. Now I come to the question of quantum of punishment. It has been argued from the said of the workman by Sri Tara Chand Gupta that considering the nature of the charges, the punishment awarded to the workman is highly disproportionate and excessive. On this the workman has examined himself and summoned some of the documents from the management by means of his application dt. nil filed on 19-2-90. Copies of documents pertaining to accounts of S/Sri A. K. Puri, Nirmal Singh and Dharampal Singh summoned by the workman were filed by the management; copies of extracts from inspection note dt. 13-5-83 and 22-6-83, on account of inability of the management to file the same, were filed by the workman himself and they were admitted by Sri Jagat Arora, the auth. representative for the management as well be evident from the ordersheet dt. 13-3-91.

16. The contention of the workman is that the above named three employees of the bank also got discounted cheques but no action was taken against them by the bank. The facts which have appeared in the cross examination of the workman go to show that it is not the case with them. About Sri A. K. Puri, about whom he had said that he had discounted the cheque for Rs. 35000, the workman has admitted in his cross examination that Sri Puri had over draft facility from the bank. About Sri Nirmal Singh, who, according to the workman had discounted a cheque for Rs. 9000. The workman says in his cross examination that Sri Nirmal Singh had not actually discounted the cheque of that amount. In fact M/s. Bhartiya Electronics had issued a cheque in favour of Sri Nirmal Singh for Rs. 9000 and the said cheque when deposited by Sri Nirmal Singh in his account was dishonoured. About Sri Dharam Pal Singh, the workman says that he had discounted two cheques one for Rs. 10,000 and the other for Rs. 5,000. The workman expressed his ignorance when it was suggested to him that delay in realisation from 28-10-83 to 21-12-83 had been due to the cheques being out stations cheques and delay caused in postal channels. Thus the workman is not sure whether the delay took place due to delay in post or not. Even from the following lines appearing at page 33 of the written arguments filed by the workman it will be evident that it was not a case of discounting of cheques by Dharam Pal Singh himself who was simply a clerk in Muzaffarnagar Branch :—

In this case, Mr. Dharampal Singh had got discounted two cheques drawn on B/O Meerut Cantt. on 28-10-83, one for Rs. 10,000 and another for Rs. 500 as evidenced from Muzaffarnagar Branch D.D. Register (document no. 9 filed by the bank on 22-11-90. These two cheques alongwith the forwarding schedule (document no. 10) were kept with the branch till 22-12-83, when Mr. Singh himself took these two cheques to B/O Meerut Account and got these cheques cleared by himself if depositing Rs. 150000 in the account of the party from whom he had obtained these two cheques.

From the side of the workman reliance has been placed on the following lines appearing in the copy of the inspection report dated 13-5-83—

It has been observed that since the last inspection 35 staff cheques withdrawals of the tune of Rs. 1.64 lacs were discounted. In some case such DDs were

realised after a considerable time. You are advised to minimise it and allow the D.D. to the staff only as a special case.

It cannot be called a complete report. It is silent on the point as to what action had been taken in cases where there had been a considerable delay in realisation of the amounts. It is also silent on the point that the employees who had discounted cheques had not sufficient amounts in their accounts at the time of discounting. Therefore, this is not sufficient for the purposes of comparison with the case of the workman. Even otherwise it does not mean that if no action had been taken in the past action cannot be taken against the defaulters in future.

17. Discounting of three draws one after the other during a span of 2-1/2 months by the workman when he had no sufficient funds in his account, parting of security by selling the house mortgaged on 10-3-81 without the permission of the Head Office which had sanctioned the loan and utilisation of the sale proceeds at the nominal rate of interest of 2 per cent per annum till 17-8-83, constitute serious misconduct specially when such acts of misconducts are committed by an employee who claims to be the Assistance General Secretary of the Union Organising Secretaty of Oriental Bank of Commerce Staff Association U.P. and Member of Central Committee of All India Oriental Bank Employees Federation coupled with holding of the post of Special Assistant. It should not be lost sight of that some how of the other he managed to get back the title deeds of the house purchased by him with the housing loan from the Senior Manager, Saharanpur Branch without obtaining any permission for the same from the Head Office which had actually granted the Housing Loan to the workman. How the Senior Manager succumbed to his pressure or influence remains a notary. Although the inquiry on both the charges proceeded ex parte against the workman, the management did not try to examine the Senior Manager, during the course of inquiry in order to show how he had parted with the title deeds of the house which had been deposited by the workman with him by way of security. During the course of arguments, Sri Jagat Arora the auth. representative for the management could not tell the Tribunal as to what action has been taken by the management against the then Senior Manager of the Saharanpur Branch. It seems to be that in all probability due to his having occupied a still further senior position in the management, he was not touched at all. The management of the bank ought to have proceeded against him also and punished him for the serious lapse committed by him in parting with the valuable security. I am surprised that no charge in this regard was framed by the management for reasons best known to the management against the workmen. Such discrimination on the part of the management leaving high ups lowers the morale of junior employees of the industries who are sure feel that they are discriminated when it comes to taking up disciplinary action against high ups.

18. However, while awarding punishment for the above acts of misconducts which falls under para 19.5(j) of the First Bipartite Settlement we will have to keep it in mind that the amounts for which withdrawals were discounted were paid by the workman with interest and similarly the entire amount of the housing loan with interest was paid by the workman by 17-8-83. Thus there was no intention to defraud the bank although it was a malafide on the part of the workman to have discounted withdrawals at a time when he had no sufficient balance to his credit in his account, to have sold the property without getting permission for the same from the Head Office and to have utilised the sale proceeds of the house sold by him at a very concessional rate of interest. Therefore, in my considered view the punishment of dismissal from service awarded to the workman cannot be held as justified as it was quite excessive and disproportionate. Therefore, it is a fit case where the Tribunal can interfere with the order of punishment awarded to the workman by the bank under section 11-A of the Industrial Disputes Act, 1947. I, therefore, set aside the order of punishment of dismissal dt. 4-2-86 from service awarded to the workman and I am of the view, that it would meet the ends of justice if the workman is awarded the following punishment:—

1. Withholding of two annual increment permanently in respect of two charges of the first chargesheet;

2. Withholding of two annual increments permanently in respect of the second chargesheet dt. 17-5-85; and

3. Withholding of 25 per cent of his back wages.

Accordingly the order of punishment dt. 4-2-86 awarded to the workman by the bank is set aside and the workman is reinstated in service with 75 per cent back wages, in the manner stated herein above i.e. to say that his 4 annual increments are stopped permanently.

19. Before parting with the award, I may observe that in case the workman had already reached at the maximum in the pay scale or is going to reach at the maximum after one, two or three increments in that event the management is directed to reduce the workman's basic pay in such a manner as it results in stoppage of 4 Increment permanently.

20. Reference is answered accordingly.

ARJAN DEV, Presiding Officer

नई दिल्ली, 18 फरवरी, 1993

का.आ. 507.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कनरा बैंक के सर्वप्रथम कर्मचारी सिनोको और उनके प्राधिकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचवट को प्रकाशित करती है जो केन्द्रीय सरकार की 17-2-1993 को प्राप्त हुआ था।

[संख्या एल-12012/339/88-डी-2(ए)]

वी. के. वेणुगोपालन, डेस्क अधिकारी

New Delhi, the 18th February, 1993

S.O. 507.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workmen, which was received by the Central Government on 17-2-1993.

[No. L-12012/339/88-D.IIA]

V. K. VENUGOPALAN, Desk Officer

ANNEXURE

BEFORE SRI ARJAN DEV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 188 of 1988

In the matter of dispute between

Sri Ramakant Tewari,
C/o Sri V. N. Sekhari,
26/104, Birhana Road,
Kanpur.

AND

The Assistant General Manager,
Canara Bank,
Marshall House,
Hanuman Road, Sansad Marg,
New Delhi.

AWARD

1. The Central Government, Ministry of Labour vide its Notification No. L-12012/339/88-D.II(A) dated 20-12-88, has referred the following dispute for adjudication to this Tribunal:—

Whether the action of the management of Canara Bank in dismissing Sri Rama Kant Tewari clerk of Thandi Branch of Canara Bank from service is justified? If not to what relief the workman is entitled?

2. The workman's case in brief is that he was appointed as a peon in the bank on 28-10-74. On his promotion as clerk he joined Sarnath Branch, Varanasi, on 6-1-79 and later on came to be posted at Jhansi branch of the bank. He alleges that he was given two charge-sheets one dated 2-4-84 and the second dated 11-4-84. The inquiry officer found him guilty of the charges and the Disciplinary Authority agreeing with his findings awarded him the punishment of dismissal from service. The appeal dated 20-5-88 was also dismissed by the Appellate Authority.

3. The workman has challenged the order of punishment on a number of grounds. According to him the inquiry was not conducted fairly and properly. The E.O. was biased against him. Findings given by the E.O. are perverse as they are not based on evidence. Lastly, he has alleged that the punishment awarded to him is highly excessive. The workman has therefore prayed for his reinstatement with full back wages and all consequential benefits.

4. In defence, the management plead that the workman joined the service of the bank as sub-staff on 27th October, 1974, and was promoted as clerk w.e.f. 6-1-79. According to the management the workman served with three charge-sheets, one DC:SSW:9991:Workman-7-D-37:84 dt. 2-4-1984, second DC:SSW:9999:W-9-D-37:84 dated 2-4-1984 and third DC:SSW:10685:Workman-12-D-37:84 dated 11-4-1984. In respect of the first chargesheet the workman was awarded the punishment of stoppage of 2 increments with cumulative effect vide proceedings of disciplinary authority dated 18-3-85 and in respect of the third chargesheet he was awarded the punishment of dismissal from service. Since, the punishment of dismissal from service was awarded in respect of the third chargesheet, no punishment was awarded to him despite having been found guilty in respect of the second chargesheet. The management deny that the inquiry into the charges suffer from any infirmity as alleged by the workman. Even the punishment awarded to the workman cannot be termed as excessive.

5. On 25-9-89, the following preliminary issue was framed in the case—

Whether the departmental inquiry was not conducted fairly and properly?

On 3-12-92 Km. Minu Soni the authorized representative for the workman under instructions from the workman Sri R. K. Tewari, gave a statement before the Tribunal that the workman did not press the findings nor she challenges the preliminary issue. It was also stated by her on behalf of the workman that she would simply argue on the quantum of sentence and would seek the indulgence of the Tribunal under section 11-A of the Industrial Disputes Act, 1947.

6. In view of the above statement made by Km. Soni under the instructions from the workman preliminary issue is treated as not pressed. In view of her further statement that the workman did not challenge the findings of guilt recorded against him the only question remains to be decided is whether or not the punishment awarded to the workman is disproportionate or highly excessive.

7. The first chargesheet dated 2-4-84 in respect of which the punishment of stoppage of two increments with cumulative effect was said to have been recorded reads as under—

A housing loan for Rs. 49200 was sanctioned to you at Sarnath Branch by Advance sanction II Delhi Circle Office, vide their letter DCA:HIC:2513:HLS:GGA:82 dated 24-4-82, the purchase consideration of the land amounting to Rs. 13100 and stamp duty of Rs. 1380 were disbursed to you on 26-4-82. Subsequent disbursement were made as below—

Date	Amount
15-5-82	Rs. 14,720
09-6-82	Rs. 10,000
09-7-82	Rs. 10,000

The disbursement of Rs. 10,000 on 9-7-82, was made to you against your letter of the same date stating that the house is complete in all respects thus the entire sanctioned limit of Rs. 49,200 were disbursed to you as on 9-7-82.

But inspection of the building on 12-1-84 revealed that the construction of the building has not been done as per the plan submitted by you and further and building is incomplete in many respects. It has been found that—

- (a) Except for the front room rest of the house is mud construction;
- (b) The front verandah and room measuring about 40 feet × 8 feet is brick construction with RCC roofing;
- (c) Rest of the house measuring about 40 feet × 30 feet with an open space in the middle for washing purpose is mud construction with tiles roofing;
- (d) Even though entire loan including electrification charges was availed no electrification has been done;
- (e) Cement plastering has not been done;
- (f) The value of the building is far below the loan amount of Rs. 49,200 availed by you.

You have thus with ulterior motives made false statements, concealed the true facts while availing the housing loan and misapplied/misused the proceeds of housing loan.

By your above action in wilfully making false statements you have committed gross misconduct within the meaning of Chapter XI Regulation 3, Clause (a) of the Canara Bank Service Code.

By your above actions you have caused damage to the property of the bank and thereby committed gross misconduct within the meaning of Chapter XI, Regulation 3, Clause (j) of the Canara Bank Service Code.

Your above actions being prejudicial to the interests of the bank you have committed gross misconduct within the meaning of Chapter XI, Regulation 3, Clause (n) of the Canara Bank Service Code.

The third chargesheet dated 11-4-84 in respect of which the punishment of dismissal from service was awarded reads as under—

On 30-7-83, Sri Om Prakash Gupta, who is having a LHV account 9/82 at Sarnath Branch, handed over a sum of Rs. 900 to you for depositing in his above loan account. You with fraudulent intentions filled up the pay slip (F998) for a lower amount of Rs. 700 but prepared the counterfoil for Rs. 900. The pay-in-slip for Rs. 700 bears the Cash Received stamp as well as the initials of the cashier, while the counterfoil bearing your initial only and the date stamp of the branch. The entries in the relevant ledgers show that an amount of Rs. 700 was credited to LHV 9/82. You have thus misappropriated a sum of Rs. 200. Further, on the reverse side of the counterfoil, you worked out a wrong balance as though a sum of Rs. 900 has been credited on that day in the borrower's LHV A/c with the mala fide intention of cheating the customer and/or misleading him.

Again when the party deposited a sum of Rs. 800 on 17-9-83, you worked out a wrong balance. You have done this again only with the intention of misleading the customer.

On 15-11-83, the above mentioned Sri Om Prakash Gupta, handed over an amount of Rs. 1,000 to you for crediting in the above LHV A/c 9/82. You filled up two counterfoils, one for Rs. 800 and another for Rs. 200 affixed your initials on these and put the stamp cash received. But actually only one pay-in-slip for Rs. 800 was prepared by you which bears cash received stamp and the initials of Cashier Sri T. B. Singh. The entries in the relevant ledgers show that only an amount of

Rs. 800 was credited to the LHV A/c 9/82 on that day. It is, therefore, evident that an amount of Rs. 200 was again misappropriated by you.

By your action of misappropriating a sum of Rs. 200 on the above two occasions, you have caused wilful damage to the property of the bank/customer and thereby committed gross misconduct within the meaning of Chapter XI, Regulation 3, Clause (j) of the Canara Bank Service Code.

Your above actions being prejudicial to the interest of the bank, you have committed gross misconduct within the meaning of chapter XI, Regulation 3, Clause (m) of the Canara Bank Service Code.

Charge-II

On 29-6-1983, Sri Adyaprasad Singh, who is maintaining DPN 23/83 account at Sarnath branch handed over a sum of Rs. 300 to you for crediting to his loan account. You failed to credit the amount to the loan account on that day and misappropriated the same. On 29-8-1983, when the customer deposited a further sum of Rs. 300 in the aforesaid loan account and requested for the counterfoil for Rs. 300 in respect of the remittance of Rs. 300 made by him on 29-6-1983, you prepared a counterfoil for Rs. 300 marked 'Duplicate', but the date stamp of 29-8-83 and gave it to the customer. This counterfoil is initialed by you. Further, you made a fraudulent and fictitious entry for Rs. 300 as on dated 29-6-1983 in the loan ledger to cover up the amount misappropriated by you on that date.

By your above action of misappropriating of Rs. 300 and manipulating records you have caused wilful damage to the property of the Bank/Customer and thereby caused gross misconduct within the meaning of Chapter XI, Regulation 3, Clause (j) of the Canara Bank Service Code.

Your above actions being prejudicial to the interest of the Bank you have committed gross misconduct within the meaning of Chapter XI, Regulation 3, Clause (m) of the Canara Bank Service Code.

CHARGE—III

On 12-4-1983 Sri Ram Dhani, who is having a VSL account 42/81 handed over a sum of Rs. 800 to you for crediting in his loan account. You with fraudulent intentions filled up with the pay-in-slip for a lower amount of Rs. 600 but prepared the counterfoil for Rs. 800. The pay-in-slip for Rs. 600 bears 'Cash Received' stamp as well as the initials of the Cashier Sri R. N. Singh, while the counterfoil (which you deliberately prepared for Rs. 800) bears you initials and date stamp only. The entries in the corresponding ledgers show that only an amount of Rs. 600 was credited to VLS 42/81 on 12-4-1983. You have thus misappropriated a sum of Rs. 200. Further, on the counterfoil you worked out a wrong balance with the mala fide intention of cheating the customer and/or misleading him.

By your action of misappropriating a sum of Rs. 200 you have caused wilful damage to the properties of the Bank/Customer and thereby committed gross misconduct within the meaning of Chapter XI, Regulation 3, Clause (m) of the Canara Bank Service Code.

CHARGE—IV

On 25-10-83, a cheque bearing No. 797809 for Rs. 600 issued by Sri B. B. Lal who is having an SB A/c. 142 at Sarnath branch was presented for payment when the balance in his account on that day was Rs. 87.08. You made a fictitious credit of Rs. 600 in the ledger so that the cheque would be passed. Pursuant to this, the cheque was passed. The cheque was passed by yourself. But on 15-11-1983, when the balancing of ledgers was to be tallied, you struck off the fictitious entry and altered the date of payment of cheque from 25-10-1983 to 15-11-1983 and the debit balance of Rs. 512.92 was noted in red ink in the ledger folio.

"Thus you have manipulated/tampered with the records of the Bank to enable the account holder to withdraw an amount of Rs. 600 and thereby caused wilful damage to the property of the Bank and thereby committed gross misconduct within the meaning of Chapter XI, Regulation 3, Clause (j) of the Canara Bank Service Code.

Your above actions being prejudicial to the interests of the Bank you have committed gross misconduct within the meaning of Chapter XI, Regulation 3, Clause (m) of the Canara Bank Service Code.

8. Ext. M-4, is the copy of inquiry report dated 15th January, 1985. From the report it is evident that the inquiry officer Sri N. Srinivasa Rao held as proved all the charges of the two charge sheets. Ext. M-5 is the copy of recommendation made by the E.O. regarding the proposed punishment to be awarded to the workman in respect of the proved charges. In respect of the first chargesheet he recommended stoppage of two increments with cumulative effect as contemplated under Chapter XI, Regulation 4(d) read R/W Chapter VIII Clause 5(2) of Canara Bank Service Code and in respect of the third chargesheet dated 11th April, 1984 he recommended dismissal from service as contemplated under Chapter XI Regulation 4(g) of Canara Bank Service Code in respect of the first three charges and stoppage of two increments with cumulative effect under Chapter XI in the manner referred to in respect of the first chargesheet.

9. Ext. M-6, is the copy of order dated (illegible) awarding the punishment of dismissal from service of the Bank under Chapter XI Regulation Clause (g) of the Canara Bank Service Code in respect of the third chargesheet. Ext. M-7 is the copy of order dated 5th March, 1986 of the appellate authority dismissing the appeal preferred by the workman.

10. On the quantum of punishment Km. Minu Soni has placed reliance on a number of rulings with a view to seek the indulgence by the Tribunal in exercise of its powers u/s, 11-A of the I.D. Act, 1947. The rulings are—

1. Management of Hindustan Machine Tools Bangalore Versus Mohd. Usman and others 1984 SCC (L&S) 1992.
2. Ved Prakash Gupta Versus M/s. Delton Cable India (P) Limited 1984 SCC (L&S) 281.
3. Baldeo Singh Versus P.O. Labour Court, Patiala 1987 SCC (Lab.) 1.
4. Jitendra Singh Rathore Versus Sh. Vaidya Nath Ayurved Bhawan Limited & another 1984 SC (L&S) 353.
5. Delhi Cloth & General Mills Company Vs. Shri Ram Fertilizers Karamchari Union 1984 Lab 490 (Raj.).

11. The first ruling simply refers to the powers of the Tribunal u/s 11-A of the I.D. Act. It lays down that where the punishment imposed by an employer is itself proportionately excessive, the Tribunal in exercise of its discretion under sec. 11-A of the Act reduce the punishment.

12. The rest of the rulings are distinguishable on facts. In none of these rulings the charges were similar to the charges with which the present workman was charged by the management of Canara Bank. In the second ruling there was a charge of abusing a co-worker in filthy language. In the third ruling the charge against the workman was that he failed to discharge his duties as driver properly inasmuch as he caused damage to the Punjab Roadways to the extent of Rs. 22.50 by not the bus to which he was driver from Bhatinda to Nihal Singh via Monga, but rather took back the bus from Jawahar Singh Wala. The charge was held as proved and the disciplinary authority dismissed him from service. The Tribunal found that the departmental inquiry was conducted fairly and properly but the order of dismissal passed by the disciplinary authority was not commensurate with the nature of misconduct. So the Tribunal set aside the order of dismissal from service and reinstated the workman with continuity in service but without any back wages. In the fourth ruling it was held that the Hon'ble High Court under Article 227 would ordinarily interfere with the Award. In the said case the Tribunal awarded reinstatement with half back wages for setting aside the dismissal from service under sec-

tion 11-A of the Act. The nature of charges with which the workman in that case was charged are not given. Thus in this ruling only the question of extent of powers of the Hon'ble High Court regarding interference with the award of the Tribunal was considered by the Supreme Court. In the fifth ruling charges against the workman were that he had threatened a co-worker in the factory premises and of insubordination. The latter charge was not proved. On the first charge his services were terminated but the Tribunal in exercise of its powers u/s 11-A set aside the order of dismissal from service and substitute in it by a lesser punishment of two annual grade increments with cumulative effect.

13. In the present case the workman stood charged with fraud misappropriation of money and tempering of bank's record. These charges were altogether different from those referred in the above rulings. If acts of such frauds, misappropriation of money of customers and tempering of bank's records are allowed to go unpunished, the bank will be no where. It will not only lose its customers but it will also run into loss. Such charges of misconduct are definitely of very serious nature. For such proved charges, in my view, there is only punishment i.e. punishment of dismissal from service I do not consider it to be a fit case for interference with the punishment awarded to the workman.

14. Hence, I do not find any force in the submissions made by the authorised representative for the workman on the point of quantum of punishment.

15. The result, therefore, is that the action of Canara Bank in dismissing the workman from service is held by me as justified. The workman is entitled to no relief.

16. Reference is answered accordingly.

ARJAN DEV, Presiding Officer

नई दिल्ली, 18 फरवरी, 1993

का. भा. 508.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ बड़ोदा के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-2-93 को प्राप्त हुआ था।

[संख्या एल-12012/506/88-डी-2ए]

वी. के. वेणुगोपालन, डेस्क अधिकारी

New Delhi, the 18th February, 1993

S.O. 508.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workmen, which was received by the Central Government on 17-2-1993.

[No. L-12012/506/88-D2A]

V. K. VENUGOPALAN, Desk Officer

ANNEXURE

BEFORE SRI ARJAN DEV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, PANDU NAGAR, KANPUR.

Industrial Dispute No. 58 of 1989

In the matter of dispute between:

The Dy. General Secretary,
C/o Bank of Baroda,
90/165,
Dua Market Chamra Mandi,
Kanpur.

AND

Regional Manager,
Bank of Baroda,
Lucknow Region,
19-Vo Road, Lucknow.

AWARD

1. The Central Government, Ministry of Labour, vide its Notification No. L-12012/506/88-D2(A), dated 20-2-89, has referred the following dispute for adjudication to this Tribunal:—

Whether the action of the management of Bank of Baroda in terminating the services of Sri Ram Krishna and not considering him for further employment while recruiting fresh hands under section 25-H of the I.D. Act is justified? If not, to what relief is the workman entitled?

2. In this case the management filed its written statement on 1-6-90. Thereafter the case was fixed for filing of the rejoinder on behalf of the workman on 23-7-90. I may state here that no rejoinder was filed till 14-1-91 by the workman/Union and when the case was taken up on 18-2-91 opportunity to file rejoinder by the Union was closed and the case was fixed for filing of the affidavit evidence by the Union/workman. When no affidavit evidence was filed by the Union till 6-12-91, the Tribunal ultimately ordered that it is a fit case for passing a no claim award and the file was reserved for giving a no claim award in the case.

3. On 9-12-91, an application for recalling the order dt. 6-12-91 was moved on behalf of the Union and a date for its disposal was fixed as 20-1-92. The Union's application dated 9-12-91 was finally disposed off on 15-1-93 in negative, i.e. to say that the said application dated 9-12-91 for recalling of order dated 6-12-91 was rejected by the Tribunal finding no sufficient grounds.

4. Therefore, from the conduct of the Union/workman it appears that they are not interested in the prosecution of the case, as such a no claim award is given in the case against the Union/workman.

ARJAN DEV, Presiding Officer

नई दिल्ली, 18 फरवरी, 1993

का. भा. 509.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, पंजाब नेशनल बैंक के प्रबंधन के संवत्त नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 17-2-1993 को प्राप्त हुआ था।

[संख्या एल-12012/636/87-डी-2(ए)]

बी. के. वेणुगोपालन, डेस्क अधिकारी

New Delhi, the 18th February, 1993

S.O. 509.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workmen, which was received by the Central Government on 17-2-1993.

[No. L-12012/636/87-D2A]

V. K. VENUGOPALAN, Desk Officer

ANNEXURE

BEFORE SRI ARJAN DEV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 124 of 1988

In the matter of dispute between:

Secretary,
Punjab National Bank Staff Association,
C/o Punjab National Bank,
Amroha Gate,
Moradabad.

AND

The Regional Manager,
Punjab National Bank,
Moradabad.

AWARD

1. The Central Government, Ministry of Labour, vide its Notification No. L-12012/636/87-D2(A) dated 4-10-88 has referred the following dispute for adjudication to this Tribunal:—

Whether the action of the management of Punjab National Bank, Moradabad, in ordering a second inquiry on the chargesheet dated 10-9-85 issued to Sri G. P. Tandon, Spl. Assistant, after the inquiry on the same charges which were once completed and the findings of the inquiry officer were submitted to him is justified? If not to what relief is the workman entitled?

2. The admitted facts are that the workman while he was working as Special Assistant at Amroha Gate Branch, Moradabad was served with a chargesheet dated 10-9-85. The charges were denied by the workman by means of his letter dated 14-9-85. Sri Sidharth Kapoor who was appointed as E.O. conducted the inquiry and gave his findings on 24-11-86. On receipt of findings, the disciplinary authority vide his order dated 2-2-87 ordered fresh inquiry as the workman was not given opportunity to cross examine the main witness.

3. The aforesaid order dated 2-2-87 has been challenged by the Union on the ground that it was an arbitrary and mala fide order. It was beyond the powers of the disciplinary authority to pass such an order. The order being illegal should be set aside and the management of the bank be restrained to hold any further inquiry against the workman in respect of the chargesheet dated 10-9-85.

4. On the other hand the management plead that the order passed by the disciplinary authority is perfectly legal order. It does not suffer from any infirmity. It was not passed mala fide.

5. On 28-3-90, the management moved an application for amendment of the written statement seeking to add the following plea by way of preliminary objection—

That since no action whatsoever has yet been taken by the disciplinary authority on the report submitted by the E.O., the reference to the Hon'ble Tribunal is bad in the eyes of law and the same is premature.

The application was allowed but it appears that the management's authorised representative failed to incorporate the amendment in the written statement. Any way being a legal plea, it could had been taken notice of by the tribunal. Moreover, I may state here that during the course of arguments both sides made their submissions in respect of this legal plea.

6. From the inquiry report it appears that there were three charges against the workman. Charges nos. one and two were held as proved by the E.O. and charge no. 3 was held as not proved. In his inquiry report the E.O. described charge no. 3 as consisting of two limbs. The first limb referred to the refusal by the chargesheeted employee to receive a letter on 29-8-85 despite efforts made by the management and the second limb of the charge referred to the entry of the chargesheeted employee alongwith others in the cabin of the Manager and getting the office order cancelled by threatening the manager of dire consequences. As said above charge no. 3 was held as not proved by the E.O. With regard to the second limb of this charge E.O. in para 10 of his report observed as under—

This takes us to the second limb of the charge. At the outset it may be stated that all the defence witnesses namely Poorav WW1 Sri Parashar WW-2, Sri Tandon WW-3 and Sri Singh WW-4 have deposed to the effect that nobody came to their branch on 29-8-85 and also there took place no altercation between the Manager and Sri Tandon. It is also vital to point out here that on this point there is no cross examination of Sri Tandon by the Presenting Officer. Further, Sri Pramod Kumar MW-2 stated that he

had no knowledge of any incident having taken place on 29-8-85. Now MW 1 and MW 3 also do not say that during the alleged altercation they were present in the Manager's cabin. Further the most important witness that is the Manager has not been produced in the witness box and instead has been assigned the role of Presenting Officer. He would have been the best persons to depose as to the true facts.....

I may state here that Mr. S. P. Uppal who was the management's representative at the departmental inquiry was the Manager of the Branch and it was about him that the E.O. made the observation that the most important witness was not produced in the witness box on the charge.

6. Ext. W-1 is the copy of order dated 2-2-87 of Sri R. K. Sharma, Regional Manager, Disciplinary Authority. In his said order Sri Sharma observed that after going through the inquiry proceedings and the inquiry report he found that the chargesheeted employee had not been given opportunity to cross examine Sri S. P. Uppal, Manager, Amroha Gate of the Moradabad who was the principal witness. Therefore in his view it was not proper to take any decision on the basis of the report submitted by the E.O. He therefore decided to set up a inquiry in the above charges, afresh by appointing the same officer as E.O. and Sri D. S. Shukla as Presenting Officer in place of Sri S. P. Uppal.

7. It is this order of the disciplinary authority which has been challenged by the Union on behalf of the workman, according to Sri B. P. Saxena, the auth. representative for the Union no such order could have been passed by the Disciplinary Authority as it was beyond his powers. He could not have ordered a fresh inquiry and allowed Sri S. P. Uppal, Manager to be examined on the inquiry. According to him there is no provisions in the Bipartite Settlement for passing such an order. On the other hand, it has been argued by Sri A. K. Jha, the authorised representative for the management, that the reference order is bad in law as it is premature. In support of it he has relied upon a ruling given by the Hon'ble Supreme Court in C.A. No. 1137 of 1975 Chanan Singh Versus Registrar Cooperative Societies Punjab decided on March 18, 1976. I have gone through this ruling and find that it fully applies to the facts of the present case. In the said case the Secretary of the Bank inquired into the allegations of misconduct against the appellant. Thereafter the Secretary issued a notice to the appellant to show cause why his next increments should not be stopped by way of punishment. Satisfied with the explanation given by the appellant to the show cause notice the Secretary dropped the proceedings. However the Managing Director took the view that the Secretary had no power to inflict punishment on the employee of the bank. He was of the view that proceedings terminating in exoneration of the appellant were invalid. He, therefore, passed an order that after considering the inquiry report he was provisionally of the view to impose upon the appellant the penalty of dismissal from bank's service. The Managing Director issued a show cause notice to the appellant in this regard. It was against this order that the writ petition was filed by the appellant. The Hon'ble Supreme Court observed that the writ petition was premature inasmuch as no punitive action has been taken as yet against the appellant. It is difficult to state apart from speculation what the outcome of proceedings would be. In case the appellant is punished it is certainly open to him either to file an appeal as provided in the relevant rules or to take other action as he may be advised. After making these observations their Lordships of the Supreme Court dismissed the appeal.

8. Sri B. P. Saxena, the authorised representative for the Union could not cite any law contrary to it. Therefore, it will have to be held that the reference is bad in law as it is premature, i.e., to say no punitive action has as yet been taken against the workman by the management.

9. Even on facts I do not find sufficient grounds in the challenge thrown by the Union to the order dated 2nd February, 1987 of the Disciplinary Authority. The E.O. derives his powers from the Disciplinary Authority. The disciplinary authority can himself held the inquiry against the chargesheeted employee or get inquiry conducted through an officer subordinate to him. If the officer entrusted with the inquiry

has failed to examine any material witness, the disciplinary authority is within its power to pass an order directing the inquiry officer to examine that material witness and give the chargesheeted employee an opportunity to cross examine the said witness and to lead any further evidence in defence in view of the examination of the fresh witness by the management. For the examination of this power by the disciplinary authority we have not to see any provisions of the bipartite settlement. Such a power is inherent in the disciplinary authority. As earlier observed the E.O. is simple an agent. The extended area of the Disciplinary Authority.

10. There is no doubt that the disciplinary authority while passing an order could not express himself, well. It is no fault of his as he is not supposed to be a legal man. We have simply to look to his intention. In fact he should have stated in the order that Sri S. P. Uppal Manager Amroha Gate, Moradabad Branch should have been examined at the inquiry on behalf of the mgt. as he was the principal witness. The question of giving of opportunity to cross examine the manager would have arisen had he been examined at the inquiry and had the chargesheeted employee been not given an opportunity to cross examine him.

11. By this order the charge is not washed out. The charges are still against the workman. In this regard I would like to refer to the ruling in the case of K. R. Venkatachalam Versus State of Tamilnadu, 1992 1ab IC 1759 Madras. It was a case in which inquiry into charges of misconduct were held against the Assistant Executive Engineer. The E.O. submitted his report on 7th November, 1979. On receipt of the said report the State Government noticed certain defects in the proceedings and ordered a fresh inquiry by means of order dated 14th January, 1980. The defects noticed by the State Government are found referred at page 1761 of the ruling. After examining the question in the light of Tamil Nadu Civil Services (CCA) Rules, it was observed that where before the submissions of the report or after the defects in the inquiry are noticed and a rectification is found desirable, we think it will be permissible for such rectification. Accordingly no fault can be found with the Government order dated 14th January, 1980. Thus even on merits I find no force in the challenge given by the Union on behalf of the workman to the order dated 2nd February, 1987 of the Disciplinary Authority. Held that the reference is bad in law as it is premature and in the alternative it is held that the action of the management of the bank in ordering the second inquiry in respect of the chargesheet dated 10th September, 1985 against the workman is not unjustified.

12. The reference is answered accordingly.

ARJAN DEV, Presiding Officer

नई दिल्ली, 18 फरवरी, 1993

का.या. 510.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, इलाहाबाद बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचपद को प्रकाशित करती है जो केन्द्रीय सरकार को 17-2-93 को प्राप्त हुआ था।

[संख्या एन-12012/128/92-आई आर बी-2]

वी. के. वेणुगोपालन, डेस्क अधिकारी

New Delhi, the 18th February, 1993

S.O. 510.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Allahabad Bank and their workmen, which was received by the Central Government on 17th February, 1993.

[No. I-12012/128/92-TRBIII
V. K. VENUGOPALAN, Desk Officer

ANNEXURE

BEFORE SRI ARJAN DEV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute 95 of 1992

In the matter of dispute between :

The Secretary,
Allahabad Bank Staff Association,
C/o Allahabad Bank,
Ujriyawan Branch,
Lucknow.

AND

Dy General Manager,
Allahabad Bank Hazaratganj,
Lucknow.

AWARD

1. The Central Government Ministry of Labour vide its notification No. L-12012/128/92/I.R. B-2 dated 28th August, 1992, has referred the following dispute for adjudication to this Tribunal :—

Whether the action of the management of Allahabad Bank in not posting Sri Harihar Prasad Singh (Sl. No. 57 of the list of selected candidates) at Malihabad Rae Bareilly branches and posting of persons appearing at Sl. No. 58, 61 and 74 of the list of these branches, is justified? If not, what relief Shri Harihar Prasad Singh is entitled to?

2. In this case despite issue of notices to the workman, neither he attended the case nor any body else authorised in this behalf. No claim statement has been filed by the workman. On 16th November, 1992 Sri A. P. Saxena appeared on behalf of the management.

3. It, therefore, appears that the workman is not interested in prosecuting the case. As such a no claim award is given in the case.

4. Reference is answered accordingly.

ARJAN DEV, Presiding Officer

नई दिल्ली, 22 फरवरी, 1993

का. आ. 511.—केन्द्रीय सरकार ने यह समाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 2 के खण्ड (इ) के उपखण्ड (VI) के उपबंधों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. आ. 2524 दिनांक 4 सितम्बर, 1992 द्वारा भारत सरकार एकसाल, कलकत्ता को उक्त अधिनियम के प्रयोजनों के लिए 4 सितम्बर, 1992 में छह मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था ;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छह मास की ओर कालावधि के लिए बढ़ाया जाना अपेक्षित है,

अतः अब औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (इ) के उपखण्ड (VI) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 4 मार्च, 1993 से छः माह की ओर कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[फा. सं. एस-11017/6/९5-डी-1-(ए)]

एस. एस. पराशर, अवर सचिव

New Delhi, the 22nd February, 1993

S.O. 511.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provisions of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Government of India in the Ministry of Labour No. S.O. 2524 dated the 4th September, 1992 the India Government Mint, Calcutta to be a public utility service for the purposes of the said Act, for a period of six months, from the 4th September, 1992;

And whereas, the Central Government is of opinion that the public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purpose of the said Act, for a further period of six months from the 4th March, 1993.

[No. S-11017/6/85-D.I(A)]

S. S. PRASHER, Under Secy.

नई दिल्ली, 22 फरवरी, 1993

का. आ. 512.—केन्द्रीय सरकार कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम प्रवर्तन से मिसर्स इंडियन इग्ज एण्ड फरमास्यूटिकल्स लिमिटेड बीरभद्र (ऋषिकेश) नियुक्त नियमित कर्मचारियों को 24-11-1981 से 24-6-1988 तक की जिसमें यह दिनांक भी सम्मिलित है की अवधि के लिए छुट प्रदान करती है।

2. पूर्वोक्त छुट की शर्तें निम्नलिखित हैं अर्थात्:-

- (1) पूर्वोक्त कारखाना, जिसमें कर्मचारी नियोजित हैं, एक रजिस्टर रखेगा जिसमें छुट प्राप्त कर्मचारियों के नाम और पदोन्नति दिखाने जायेंगे ;
- (2) इस छुट के होने हुए भी कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रसुविधाएं प्राप्त करते रहेंगे, जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छुट के प्रवृत्त होने की तारीख से पूर्व संदत्त अभिदायों के आधार पर हकदार हो जाते ;
- (3) छुट प्राप्त अवधि के लिए यदि कोई अभिदाय पहले ही किए जा चुके हों तो वे वापस नहीं किए जायेंगे ;
- (4) उक्त कारखाने का नियोजक उस अवधि की बाबत जिसके दौरान उस कारखाने पर उक्त अधिनियम प्रवर्तमान था (जिसे हमें इसके पश्चात् "उक्त अवधि" कहा गया है) ऐसी विवरणियां, ऐसे प्रादप में और ऐसी विशिष्टियां सहित देगा जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उक्त अवधि की बाबत देती थी;

(5) निगम द्वारा उक्त अधिनियम की धारा 45 की उपधारा (1) के अधीन नियुक्त किया गया कोई निरीक्षक, या निगम का इस निमित्त प्राधिकृत कोई अन्य पदधारी :

(i) धारा 44 की उपधारा (1) के अधीन, उक्त अधि की बाबत दी गई किसी विवरणी की विधिष्टियों को सत्यापित करने के प्रयोजनार्थ,

(ii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी राज्य बीमा (साधारण) विनियम 1950 द्वारा यथा अपेक्षित रजिस्टर और अभिलेख उक्त अधि के लिए रखे गये थे या नहीं, या

(iii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी नियोजक द्वारा दिये गए उन पायदों को जिसके प्रतिफल स्वरूप इस अधि-सूचना के अधीन छूट दी जा रही है, नकद में और वस्तु रूप में पाने का हकदार बना हुआ है या नहीं, या

(iv) यह अभिनिश्चित करने के प्रयोजनार्थ कि उस अधि के दौरान जब उक्त कारखाने के संबंध में अधिनियम के उपबन्ध प्रवृत्त थे ; ऐसे किन्हीं उपबन्धों का अनुपालन किया गया था या नहीं ;

निम्नलिखित कार्य करने के लिए सशक्त होगा :—

(क) प्रधान या अव्यवहित नियोजक ने अपेक्षा करने कि वह उसे ऐसी जानकारी दे जिसे उपरोक्त निरीक्षक या अन्य पदधारी आवश्यक समझता है,

(ख) ऐसे प्रधान या अव्यवहित नियोजक के अधिभोगाधीन किसी कारखाने, स्थापन, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी से यह अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के संदाय में संबंधित ऐसे लेखा बहियां और अन्य दस्तावेज, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करे और उनकी परीक्षा करने दे या उन्हें ऐसी जानकारी दे जिसे वे आवश्यक समझते हैं, या

(ग) प्रधान या अव्यवहित नियोजक की, उसके अभिकर्ता या सेवक की या ऐसे किसी व्यक्ति की जो ऐसे कारखाने, स्थापन, कार्यालय या अन्य परिसर में पाया जाए, या ऐसे किसी व्यक्ति की जिसके बारे में उक्त निरीक्षक या अन्य पदधारी के पास यह विश्वास करने का

युक्तियुक्त कारण है कि वह कर्मचारी है परीक्षा करना, या

(घ) ऐसे कारखाने, स्थापन, कार्यालय या अन्य परिसर में रखे गये किसी रजिस्टर, लेखाबही या अन्य दस्तावेज की नकल तैयार करना या उनमें उद्धरण लेना ।

[संख्या एम-38014/9/91—एस-एम-1]

जय प्रकाश शुक्ल, अवर सचिव

स्पष्टीकरण ज्ञापन

इस मामले में छूट को भूलक्षी प्रभाव देना आवश्यक हो गया है क्योंकि छूट के आवेदन पर कार्यवाही करने में समय लगा था, किन्तु यह प्रमाणित किया जाना है कि छूट को भूलक्षी प्रभाव देने से किसी भी व्यक्ति के हित पर प्रतिकूल प्रभाव नहीं पड़ेगा ।

New Delhi, the 22nd February, 1993

S.O. 512.—In exercise of the power conferred by section 88 read with section 91-A of the Employee's State Insurance Act, 1948 (34 of 1948) the Central Government hereby exempts the regular employees of M/s. Indian Drugs & Pharmaceuticals Limited, Virbhadra, Rishikesh, from the operation of the said Act for a period with effect from 24th November, 1981 upto and inclusive of 24th June, 1988.

2. The above exemption is subject to the following conditions, namely :—

(1) The aforesaid establishment wherein the employees are employed shall maintain a register showing the name and designations of the exempted employees;

(2) Notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;

(3) The contributions for the exempted period, if already paid, shall not be refunded;

(4) The employer of the said factory/establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred to as the said period), such returns in such form and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;

(5) Any Inspector appointed by the Corporation under Sub-section (1) of Section 45 of the said Act, or other official of the Corporation authorised in this behalf shall, for the purpose of :—

(i) verifying the particulars contained in any return submitted under sub-section (1) of Section 44 of the said period; or

(ii) ascertaining whether registers and records were maintained as required by the Employees State Insurance (General) Regulations, 1950 for the said period; or

- (iii) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
- (iv) ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory to empowered to :
- (a) require the principal or immediate employer to furnish to him such information as he may consider necessary; or
- (b) enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found incharge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or
- (c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee; or
- (d) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises.

[No. S-38014/9/91-S.S.I.]

J. P. SHUKLA, Under Secy.

EXPLANATORY MEMORANDUM

It has become necessary to give retrospective effect to the exemption in this case as processing of the applications for exemption took time. However, it is certified that the grant of exemption with retrospective effect will not affect the interest of anybody adversely.

नई दिल्ली 23 फरवरी, 1993

का. आ. 513.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा

प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा 1-3-93 को उस तारीख के रूप में नियत करती है जिसको उक्त अधिनियम के अध्याय-4 (धारा -44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है और अध्याय-5 और 6- धारा -76 की उपधारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध तमिलनाडु राज्य के निम्नलिखित क्षेत्र में प्रवृत्त होंगे, अर्थात्:—

“जिला कमराजार के तालुक विरुधनगर में राजस्व ग्राम पावली और चतरारेडियापट्टी के अन्तर्गत आने वाले क्षेत्र।”

[संख्या एस-38013/4/93-एस.एस.1]

जे. पी. शुक्ला, अवर सचिव

New Delhi, the 23rd February, 1993

S.O. 513.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1-3-1993 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought in force and Chapter V and VI except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Tamil Nadu namely :—

“Area comprising the revenue village of Pavali and Chatra-reddiapatti in Virudhunagar taluk of Kamarajar District”.

[No. S-38013/4/93-S.S.I.]

J. P. SHUKLA, Under Secy.

